

  
BENJAMIN A. KAHN  
UNITED STATES BANKRUPTCY JUDGE

**Dated: March 5th, 2021**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF WEST VIRGINIA**

**In re:**

**BLACKJEWEL, L.L.C., *et al.***  
**Debtors**

-----  
**DAVID ENGELBRECHT, JOSIAH  
WILLIAMSON, GREGORY MEFFORD on behalf  
of themselves and all others similarly situated,**

**Plaintiffs,**

**v.**

**BLACKJEWEL, L.L.C.,**

**Defendants.**  
-----

**Chapter 11  
Case No. 19-bk-30289  
(Jointly Administered)**

**Adversary Proceeding  
No. 3:19-ap-03002**

**In re:**

**BLACKJEWEL, L.L.C., *et al.***  
**Debtors**

-----  
**SHAWN ABNER, JACOB HELTON, AND BILLY  
HATTON on behalf of themselves and all others  
similarly situated,**

**Plaintiffs,**

**Chapter 11  
Case No. 19-bk-30289  
(Jointly Administered)**

**Adversary Proceeding  
No. 3:19-ap-03003**

v.

**BLACKJEWEL, L.L.C., REVELATION  
ENERGY, LLC, LEXINGTON COAL CO., LLC,  
JEFF HOOPS, SR., JEFFERS A. HOOPS, II,**

**Defendants.**

-----

**FINAL ORDER APPROVING SETTLEMENT UNDER FEDERAL RULE OF CIVIL  
PROCEDURES 23 AND FEDERAL BANKRUPTCY RULES 7023 AND 9019**

UPON the Order dated February 24, 2021 [Dkt. No. 96] (the “Preliminary Settlement Order”) preliminarily approving the Joint Motion of Plaintiffs David Engelbrecht, Josiah Williamson, Gregory Mefford, Shawn Abner, Jacob Helton, and Billy Hatton (the “Plaintiffs”), together with Blackjewel, L.L.C. and Revelation Energy, LLC (the “Debtors” or “Debtor-Defendants”) and Lexington Coal Co., LLC, Jeff Hoops, Sr., and Jeffery A. Hoops, II (the “Non-Debtor Defendants” and, collectively with the Debtor-Defendants, the “Defendants” and, together with the Plaintiffs, the “Parties”), by and through their respective counsel, pursuant to Section 105 of the Bankruptcy Code and Bankruptcy Rules 9019 and 7023 for the entry of an Order (1) approving the Settlement, Release and Allowance of Claim Agreement (the “Settlement Agreement”); (2) preliminarily approving the Settlement Agreement pursuant to Bankruptcy Rule 7023; (3) certifying the WARN Class for settlement purposes only, including the appointment of Lankenau & Miller, LLP, The Gardner Firm, P.C., Petsonk PLLC, Mountain State Justice, Inc. and Pillersdorf Law Office as Class Counsel and David Engelbrecht, Josiah Williamson, Gregory Mefford, Shawn Abner, Jacob Helton, and Billy Hatton as Class Representatives; (4) approving the form and manner of notice of the Settlement Agreement to the members of the Class (the “Class Notice”); (5) scheduling a fairness hearing to consider final approval of the Settlement Agreement (the “Fairness Hearing”); (6) finally approving the

Settlement Agreement following the fairness hearing (the “Final Settlement Order”); and (7) granting related relief [Dkt. No. 85] (the “Joint Motion”);<sup>1</sup> the Court having reviewed the Joint Motion and any objections thereto, and being fully advised; the Court finding that: (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (c) notice of the Joint Motion and the hearing thereon was sufficient under the circumstances, and (d) the Court having reviewed the terms of the Settlement Agreement; and the Court having determined that the legal and factual bases set forth in the Joint Motion establish just cause for the relief granted herein; the Court having determined that the relief sought in the Joint Motion is in the best interest of the Estates; and after due deliberations and sufficient cause appearing therefore,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. The Joint Motion is GRANTED in its entirety.
2. All objections to the Joint Motion or the relief requested in the Joint Motion, if any, that have not been withdrawn, waived or settled, and all reservations of rights in such objections, if any, shall be and hereby are, OVERRULED in all respects on the merits and denied.
3. The Settlement Agreement, a true and correct copy of which is attached as Exhibit A, is approved in all respects as being fair, reasonable, adequate and falling within the range of reasonableness.
4. The Settlement Agreement shall become binding upon the Parties and the Class, as set forth in the Settlement Agreement.

---

<sup>1</sup> All terms not otherwise defined herein shall have the meaning ascribed to them in the Joint Motion or the Settlement Agreement, as applicable.

5. Notwithstanding anything herein or in any pleadings relating to the Settlement Agreement, nothing herein or therein shall be deemed to constitute a release by the Debtors or any of their affiliates, or their Estates, of any claims whatsoever which such parties may have against the Non-Debtor Defendants or any third parties. Nothing herein or therein shall be deemed to constitute a release by the Non-Debtor Defendants or any of their affiliates of any claims whatsoever which such parties may have against the Debtors or any third parties.

6. The entry of this Order is without prejudice to the relief granted in the Preliminary Settlement Order, and entry of this Order shall not serve to extend or stay the time of filing any appeal regarding any of the relief granted in the Preliminary Settlement Order.

7. The Parties are hereby authorized and empowered to take such steps and perform such acts as may be necessary to carry out the terms of this Order and the Settlement Agreement.

8. Upon the Effective Date and except for the rights expressly arising out of, provided for, or reserved in the Settlement Agreement, the Class Members (excluding Opt-Outs), fully and forever release and discharge the Released Parties of and from the Released Claims. Further, upon the Effective Date, as defined in the Settlement Agreement, all Released Claims shall be deemed waived and any Released Claims that have been scheduled on behalf of, or filed by, any Class Members in the Bankruptcy Case are disallowed in their entirety and shall be deemed expunged from the applicable schedule(s) or claims register(s) without the need for any further action. Notwithstanding the foregoing, any Class Members' claims (or any DOL claims on their behalf) for benefits pursuant to Section 502(a)(1)(B) of ERISA under either (1) the Blackjewel LLC 401(k) Plan (the "Blackjewel LLC 401(k) Plan") or (2) the Self-Insured Health Plan that was in place until August 31, 2019, shall be excluded from the scope of the Released

Claims, as defined in the Settlement Agreement, and shall not be deemed released, satisfied or expunged by operation of the Settlement Agreement. The Debtors retain the right to respond to such claims on an individual basis with respect to, for example, their amount, validity and priority status. Nothing in the Settlement Agreement shall be construed to limit any rights, if any, that the Non-Debtor Defendants may now have to defend and/or address any claims for benefits that may be asserted against them under either the Blackjewel LLC 401(k) Plan or under the Self-Insured Health Plan.

9. This Court shall retain jurisdiction over all matters arising from or related to the interpretation and/or implementation of this Order.

10. This Order is effective immediately upon entry.

Presented By:

Joe M. Supple (W.Va. Bar No. 8013)  
SUPPLE LAW OFFICE, PLLC  
801 Viand Street  
Point Pleasant, WV 25550  
304-675-6249  
joe.supple@supplelawoffice.com

- and -

/s/ Stephen D. Lerner  
Stephen D. Lerner  
Nava Hazan  
Travis A. McRoberts  
SQUIRE PATTON BOGGS (US) LLP  
201 E. Fourth Street, Suite 1900  
Cincinnati, Ohio 45202  
Telephone: 513.361.1200  
Facsimile: 513.361.1201  
stephen.lerner@squirepb.com  
nava.hazan@squirepb.com  
travis.mcroberts@squirepb.com

*Co-Counsel for the Debtors and  
Debtors-in-Possession*

**Exhibit A**

**Settlement Agreement**

SETTLEMENT, RELEASE, AND ALLOWANCE OF CLAIM AGREEMENT

between and among

DAVID ENGELBRECHT, JOSIAH WILLIAMSON, GREGORY MEFFORD, SHAWN ABNER, JACOB HELTON, AND BILLY HATTON, ON BEHALF OF THEMSELVES AND AS CLASS REPRESENTATIVES ON BEHALF OF THE OTHER CLASS MEMBERS,

and

BLACKJEWEL, LLC; REVELATION ENERGY, LLC; LEXINGTON COAL CO. LLC; JEFF HOOPS, SR. AND JEFFERY A. HOOPS, II,

As Amended on January 11, 2021



## **SETTLEMENT, RELEASE, AND ALLOWANCE OF CLAIM AGREEMENT**

This Settlement, Release and Allowance of Claim Agreement, as amended on January 11, 2021 (the “Settlement Agreement” or “Settlement”), is entered into, by and among: (a) Blackjewel, L.L.C. and Revelation Energy, LLC (together, the “Debtors” or “Debtor-Defendants”), in the jointly administered Case No. 19-bk-30289 (the “Bankruptcy Case”) pending in the United States Bankruptcy Court for the Southern District of West Virginia (the “Bankruptcy Court”) and (b) Lexington Coal Co., LLC, Jeff Hoops, Sr. and Jeffery A. Hoops, II (together, the “Non-Debtor Defendants,” and collectively with the Debtor-Defendants, the “Defendants”) on the one hand, and (c) David Engelbrecht, Josiah Williamson, Gregory Mefford, Shawn Abner, Jacob Helton, and Billy Hatton (collectively, the “Plaintiffs” or “Class Representatives”), on behalf of themselves and similarly situated class members specifically identified in Section 2 below (together with the Class Representatives, but excluding the Opt-Outs, as defined below, the “Class Members” or the “Class”), on the other hand. The Defendants and Plaintiffs are collectively referred to herein as the “Parties,” or, as to each, a “Party.”

## **RECITALS**

WHEREAS, on July 1, 2019 and July 24, 2019 (the “Petition Date”), the Debtors and certain affiliates filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”) in the Bankruptcy Court initiating the Bankruptcy Case;

WHEREAS, prior to the Petition Date, the Debtors employed approximately 1,700 employees, both hourly and salaried, including the Class Members, in their business operations;

WHEREAS, the Plaintiffs contend that, on or about July 1, 2019, and thereafter, the Debtors terminated the employment of Plaintiffs and most of the workforce who worked at the

Debtors' facilities in the Central Appalachian Coal Basin in West Virginia, Virginia and Kentucky (the "Eastern Division," encompassing approximately 1,100 employees), and in the Powder River Basin in Wyoming (the "Western Division," encompassing approximately 600 employees);

WHEREAS, on July 9, 2019, the Plaintiffs filed their Class Action Adversary Proceeding Complaints<sup>1</sup> (as amended, the "WARN Action"), against the Debtors and Non-Debtor Defendants, in which the Plaintiffs asserted a class action claim under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101 et seq. (the "WARN Act") alleging that the Debtors and the Non-Debtor Defendants, as a single employer, violated the WARN Act by implementing alleged plant closings or mass layoffs, without providing a sixty (60) days advance written notice thereof;

WHEREAS, the Class Representatives further asserted that, as a consequence of this alleged failure, the Class Members have a claim against the Defendants and the Non-Debtor Defendants for damages for the alleged sixty (60) day violation period;

WHEREAS, the WARN Action also includes wage and hour and other employment and employee benefits-related claims for the putative class members;

WHEREAS, the Defendants deny the allegations described above;

WHEREAS, on September 20, 2019, the Bankruptcy Court entered an order for the Parties to commence mediation with Magistrate Judge Omar Aboulhosn [D.I. 17, Case No. 19-ap-03002];

WHEREAS, on October 25, 2019, the Debtors provided the Plaintiffs with relevant wage information concerning the hourly and salaried employees whose employment Plaintiffs contend was terminated by the Debtors;

---

<sup>1</sup> The adversary proceedings, which have been consolidated for the purposes of this Settlement, are: *David Engelbrecht, Josiah Williamson and Gregory Mefford, on their own behalf and on behalf of all other persons similarly situated v. Blackjewel, LLC*; Adversary Proceeding No. 19-ap-3002 and *Shawn Abner, Jacob Helton and Billy Hatton individually and on behalf of others similarly situated v. Blackjewel, LLC, Revelation Energy, LLC, Lexington Coal Co., LLC, Jeff Hoops, Sr., Jeffery A. Hoops, II*, Adversary Proceeding No. 19-ap-03003.

WHEREAS, on November 4, 2019, the Parties mediated this matter before Magistrate Judge Omar Aboulhosn and although the WARN Action was not resolved during the mediation, the Parties have been working since that date toward a resolution of the WARN Action; and

WHEREAS, following extended settlement negotiations, conducted in good faith and at arms' length, on or about March 3, 2020, the Parties reached agreement (the "First Settlement") on a compromise resolving the WARN Action;

WHEREAS, on July 25, 2020, the Debtors and Plaintiffs filed their *Joint Motion to Approve Settlement Agreement Pursuant to Bankruptcy Rule 9019* [Docket No. 56] (the "First Settlement Motion") seeking approval of the First Settlement and, on October 2, 2020, the Secretary of the United States Department of Labor (the "DOL") filed an objection to the First Settlement Motion [Case No. 19-30289, Docket No. 2417] (the "Objection");

WHEREAS, the Parties and the DOL agreed to adjourn the hearing on the First Settlement Motion to a later date to allow the Parties to engage in negotiations to resolve the matters addressed in the Objection; and

WHEREAS, following additional settlement negotiations, conducted in good faith and at arms' length, on or about January 11, 2021, the Parties reached the Settlement on a compromise that will resolve the WARN Action and address the issues raised by the DOL in the Objection, according to the terms set forth herein.

NOW, THEREFORE, as material consideration and inducements to the execution of this Settlement Agreement, and in consideration of the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intended to be binding, the Parties hereby agree, subject to Bankruptcy Court approval, as described below:

1. **Settlement Filings.** Contemporaneously with the filing of this Settlement Agreement, the Parties have filed a revised joint motion in the WARN Action under Rules 9019 and 7023 of the Federal Rules of Bankruptcy Procedure, and Rule 23 of the Federal Rules of Civil Procedure as made applicable by Rule 7023, for approval of the Settlement through a bifurcated hearing process (the “Settlement Motion”). The initial hearing (the “Initial Hearing”) requested in the Settlement Motion is set to take place on January 21, 2021, at which time the Parties shall seek entry of an order from the Bankruptcy Court substantially in the form attached hereto as Exhibit A certifying a class of WARN Act claimants for settlement purposes only, preliminarily approving the Settlement, and approving the form and manner of notice to the Class Members of class certification and the Settlement, including, among other things, their right to opt out of the Class, object to the Settlement in person, or appear by counsel (the “Preliminary Settlement Order”). The Parties shall also request that the Bankruptcy Court schedule the fairness hearing (the “Fairness Hearing”) on March 3, 2021, so that it coincides with the Plan confirmation hearing. At the Fairness Hearing, the Bankruptcy Court will consider final approval of the Settlement, including the award of Class Counsel’s Fees (as defined below), pursuant to an order substantially in the form attached hereto as Exhibit B (the “Final Settlement Order”). This Settlement Agreement is subject to, and conditioned upon, entry of the Final Settlement Order by the Bankruptcy Court approving this Settlement under Rule 23 of the Federal Rules of Civil Procedure, made applicable herein pursuant to Fed. R. Bankr. P. 7023, and Rule 9019 of the Federal Rules of Bankruptcy Procedure, after notice and hearing to creditors and parties in interest, in accordance with applicable law and local rules.

2. **Class Certification.** Upon execution of this Settlement Agreement:

(a) The Parties consent, for settlement purposes only, pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure as made applicable to these proceedings by Rule 7023 of the Federal Rules of Bankruptcy Procedure, that the Class shall be certified in connection with the WARN Action and the Settlement Motion and is comprised of all persons who were employed by the Debtors at facilities located in the Eastern Division and the Western Division and who ceased working for the Debtors on or after July 1, 2019 solely, and who do not file a timely request to opt out of the Class. For the avoidance of doubt, the Class excludes the Debtors' employees who were brought back to work by the Debtors between the dates of July 1, 2019 and November 4, 2019, a list of which is provided herein at Exhibit C;

(b) The Debtors represent that, to the best of their knowledge, information and belief and based solely upon the Debtors' books and records, all persons (along with their last known addresses and wage information) who satisfy the criteria set forth in Section 2(a) above are listed on Amended Schedule 1 hereto.

(c) Lankenau & Miller, LLP, The Gardner Firm, P.C., Petsonk PLLC, Mountain State Justice, Inc. and Pillersdorf Law Office shall be appointed class counsel (together, the "Class Counsel") for the Class created under this Settlement Agreement.

(d) David Engelbrecht, Josiah Williamson, Gregory Mefford, Shawn Abner, Jacob Helton, and Billy Hatton shall be appointed Class Representatives for the Class created under this Settlement Agreement.

3. **Effective Date.** This Settlement Agreement shall become effective upon the date on which the Final Settlement Order becomes a "Final Order" (the "Effective Date"). The Final Settlement Order shall become a Final Order when the time for taking an appeal has expired or, in

the event an appeal has been taken, the day the Final Settlement Order has been affirmed with no further right of appeal. In the event the Effective Date does not occur: (i) this Settlement Agreement and the recitals contained herein shall be void and without force or effect, and neither this Settlement Agreement, nor any of the statements contained herein, shall be admissible in any proceeding involving the Parties; (ii) neither the motion to obtain an order approving this Settlement Agreement nor any of the pleadings filed in support of such motion shall be admissible in any proceeding involving the Parties; and (iii) none of the provisions hereof shall prejudice or impair any rights, remedies or defenses of any of the Parties.

**4. Allowance of WARN Claims and Wage Claims Against Debtors and Cash Payment to be Made by Non-Debtor Defendants.**

Pursuant to the terms of this Settlement Agreement, and upon the Effective Date, the Class, in full and final settlement of the WARN Action, shall be granted:

- a) an allowed priority claim jointly and severally against the Debtors, in the amount set forth on Amended Schedule 1 hereto, pursuant to 11 U.S.C. § 507(a)(4) and (a)(5) of the Bankruptcy Code, equal to sixty percent (60%) of sixty (60) days' of wages and certain benefits for each Class Member, in the aggregate amount of \$12,298,601.77,<sup>2</sup> and an allowed priority wage claim under 11 U.S.C. § 507(a)(4) of the Bankruptcy Code in the aggregate amount of \$2,711,494.11 for up to eight (8) days of pay for each Class member in resolution of their wage claims (together, the "Allowed Bankruptcy WARN and Wage Claims"), which amount shall be subject to the statutory cap in the amount of \$13,650.00 per employee pursuant to 11 U.S.C. § 507(a)(4) of the Bankruptcy Code (the "Statutory Cap"). To the extent any Class Member's Allowed

---

<sup>2</sup> Subject to the Statutory Cap, as defined below, for employees who had a wage garnishment for domestic support, the garnished sums will be treated as a priority claim under 11 U.S.C. § 507(a)(1) of the Bankruptcy Code.

Bankruptcy WARN and Wage Claims exceed the Statutory Cap, such claims will be deemed and treated as general unsecured claims; and

- b) a cash payment (the “Cash Payment”) from the Non-Debtor Defendants totaling \$125,000 (\$75,000 to be paid by Jeff Hoops, Sr. and Jeffery A. Hoops, II, jointly and severally, with the remaining \$50,000 to be paid by Lexington Coal Co., LLC).

5. **Distributions from the Debtors and Non-Debtor Defendants.**

- a) The distributions from the Debtors’ estates (the “Estates”) on account of the Allowed Bankruptcy WARN and Wage Claims (the “Estates Distribution Payments”) will be made by the Debtors in accordance with the priority scheme established by the Bankruptcy Code to a qualified settlement fund to be established by Class Counsel in conformity with Internal Revenue Code § 468B (the “Qualified Settlement Fund”) pursuant to written instructions to be provided by Class Counsel. For the avoidance of doubt, the Class acknowledges that the Allowed Bankruptcy WARN and Wage Claims is an allowed claim to be paid in accordance with the priority scheme established by the Bankruptcy Code and that such claim may or may not be paid depending on the distributions available to creditors of the Debtors’ Estates and may not be paid or funded in full.
- b) The Cash Payment shall be made via wire transfer by the Non-Debtor Defendants within five (5) business days of the Effective Date to the Qualified Settlement Fund pursuant to written instructions to be provided by Class Counsel. The name of the Qualified Settlement Fund shall be *Engelbrecht v. Blackjewel QSF*, and Class Counsel or the Administrator (as defined below) of the Qualified Settlement Fund shall provide the Debtors and the Non-Debtor Defendants with a W-9 form for the Qualified

Settlement Fund to enable the Estates Distribution Payments and the Cash Payment, respectively to the Qualified Settlement Fund.

- c) Class Counsel shall act as the trustee of the Qualified Settlement Fund. Class Counsel shall cause each Class Member's distribution to be paid from the Qualified Settlement Fund, and shall transmit distributions via first class U.S. Mail to the Class Members at their last known address as indicated on Amended Schedule 1 hereto (or to such other address as the Class Members may indicate to Class Counsel or which Class Counsel may locate), in accordance with applicable law. By accepting his or her portion of the Qualified Settlement Fund, each Class Member agrees that he or she will be solely responsible for any and all tax liabilities stemming from the payment of his or her claim under the Settlement Agreement.
- d) The Debtors and Plaintiffs agree that the Estates Distribution Payments shall be the only payments to be made by the Debtors under this Settlement Agreement. The Non-Debtors Defendants and the Plaintiffs agree that the Cash Payment shall be the only payment to be made by the Non-Debtor Defendants under this Settlement Agreement, and that such Cash Payment is being provided as a settlement of this litigation and with no admission of any liability. Under no circumstances shall the Estates, the Debtors or the Non-Debtor Defendants be required under this Settlement Agreement to pay any sums or other consideration in addition to the Estates Distribution Payments or the Cash Payment, respectively, as described herein, for any purpose whatsoever.
- e) Upon, or before, the entry of an Order granting preliminary approval of this Settlement, the Debtors agree to provide Class Counsel with the social security numbers for each Class Member to the best of the Debtors' knowledge based upon the records within the



Debtors' possession. Class Counsel agrees to keep the Class Members' social security information confidential and to use it for the sole purpose of locating the Class Members and/or in the preparation of IRS 1099 Forms to reflect the distributions on the Allowed Bankruptcy WARN and Wage Claims.

- f) The Debtors agree to provide Class Counsel with an update every six (6) months as to (i) the amount of funds in the Debtors' Estates as of such date, (ii) the amount of outstanding claims asserted by creditors holding secured and administrative claims, and (iii) any potential recovery the Estates may obtain as of such date. Neither the Estates Distribution Payments nor any other consideration or amount paid, credited, offered, or expended by or on behalf of the Debtors or the Estates, if any, in the performance of this Settlement Agreement constitutes a penalty, fine, punitive damages, or other form of penalty for any alleged claim or offense. In the event the amount of the Estates Distribution Payment is sufficient to make a full payment on the Allowed Bankruptcy WARN and Wage Claims, the total amount distributed to each Class Member on the Allowed Bankruptcy WARN and Wage Claims shall equal the amount listed on Amended Schedule 1 for those claims. In the event the amount of the Allowed Bankruptcy WARN and Wage Claims is greater than the Estates Distribution Payments, the Class Members' distributions shall be reduced on a *pro rata* basis so all Class Members receive an equal percentage of the Estates Distribution Payments. For the avoidance of doubt, the Class Counsel's Fees, Class Counsel's Expenses and the Class Representative Service Payments shall be payable solely out of the Qualified Settlement Fund, consistent with the terms of this Settlement Agreement, and such fees, expenses and payments are included in the amount of the Allowed Bankruptcy WARN

and Wage Claims as set forth in Amended Schedule 1 and not in addition to such amount.

- g) The Plaintiffs acknowledge that the payment of the Allowed Bankruptcy WARN and Wage Claims may not be made as of the effective date of a proposed plan, if any, but will be paid if and when money comes to the Estates in accordance with the priority scheme established by the Bankruptcy Code. The Plaintiffs also agree that they will support any plan proposed by the Debtors which adheres to, and does not violate, the priority rules of the Bankruptcy Code.

6. **Satisfaction and Expungement of Individual Claims.** The Final Settlement Order shall provide that, on the Effective Date, any and all individual claims asserted by Class Members against the Debtors related to the Released Claims shall be deemed satisfied and expunged from the Debtors' claims register, and payment on account of such claims shall be limited solely to the Estates Distribution Payments and Cash Payment provided for herein. Notwithstanding the foregoing, any Class Members' claims (or any DOL claims on their behalf) for benefits pursuant to Section 502(a)(1)(B) of ERISA under either (1) the Blackjewel LLC 401(k) Plan (the "Blackjewel LLC 401(k) Plan") or (2) the Self-Insured Health Plan that was in place until August 31, 2019, shall be excluded from the scope of the Released Claims, as defined herein, and shall not be deemed released, satisfied or expunged by operation of this Settlement Agreement. The Debtors retain the right to respond to such claims on an individual basis with respect to, for example, their amount, validity and priority status. Nothing in this Agreement shall be construed to limit any rights, if any, that the Non-Debtor Defendants may now have to defend and/or address any claims for benefits that may be asserted against them under either the Blackjewel LLC 401(k) Plan or under the Self-Insured Health Plan. Proofs of claim filed by

individuals who choose to timely opt-out of the WARN Class shall be unaffected by the release contained in the Settlement.

7. **Responsibilities of Class Counsel.** Class Counsel shall be responsible for the production and mailing of all notices required to be provided to the Class Members (the “Class Notice”), the cost of which shall be paid solely from the Qualified Settlement Fund. The Class Notice shall be mailed within five (5) business days following entry of the order certifying the Class for settlement purposes and preliminarily approving the Settlement Agreement. The address of Class Counsel will be used as the return address for the Class Notice, and Class Counsel will respond to all inquiries of the Class arising from or related to this Settlement. Class Counsel may retain the services of a settlement administrator (the “Administrator”) to perform this service and other services related to the administration of the Qualified Settlement Fund, and the costs of the Administrator acting in this capacity, if applicable, may be deducted from the Qualified Settlement Fund.

8. **Allocation of the Cash Payment and Estates Distribution Payments and Disbursement of the Same to Class Members.**

(a) **Allocation of the Cash Payment.** The Cash Payment shall be allocated towards the Class Representative Service Payments (as defined below), Class Counsel’s Fees, and Class Counsel’s Expenses, as set forth on Amended Schedule 1, and in accordance with this Settlement.

(b) **Allocation of the Estates Distribution Payments.** The Estates Distribution Payments shall be allocated to each Class Member as set forth on Amended Schedule 1, and in accordance with this Settlement on a *pro rata* basis so all Class Members receive an equal percentage of the Estates Distribution Payments.

(c) Disbursement of the Cash Payment and Estates Distribution Payments.

Class Counsel, or its designee, the Administrator, as fiduciary on behalf of the Qualified Settlement Fund, shall be responsible for making distributions from the Qualified Settlement Fund of any amounts required by this Settlement Agreement, including the preparation and mailing of the individual settlement checks to Class Members. For the sake of efficiency, Class Counsel, or its designee, the Administrator, as fiduciary on behalf of the Qualified Settlement Fund, may, in their discretion, delay the distribution on the Cash Payment so that it can be handled in conjunction with the distribution of the Estates Distribution Payments. Class Counsel will also provide each Class Member with a notice advising each Class Member to seek his or her own personal tax advice regarding the potential tax consequences of the disbursements under the Settlement and an explanation of the deduction of Class Counsel's Fees and Costs. This notice will be included with each Settlement disbursement to the Class Members.

(d) Residual Funds. Any Class Member distributions which are not deposited, endorsed or negotiated within one hundred eighty (180) days of the distribution shall be deemed residual funds (the "Residual Funds") on the 181<sup>st</sup> day following the Final Distribution and treated as follows:

- (i) first, used to make distributions to additional Class Members, if any, that may be identified after Class Counsel has made the final distribution from the Qualified Settlement Fund on the Cash Payment and the Estates Distribution Payments and who fall within the Class definition herein but who did not appear on Amended Schedule 1 ("Additional Class Members"),

- (ii) second, distributed to Class Members on a *pro rata* basis in a supplemental distribution (the “Supplemental Distribution”) so long as Class Counsel determines, in their sole discretion, that such distribution is feasible, and
- (iii) if any Residual Funds remain after disbursements to Additional Class Members or a Supplemental Distribution, then last, distributed to UMWA Career Centers Inc., which is a 501(c)(3) non-profit organization established in 1996, which goal is to provide job training and job placement services to the rural mining communities of Appalachia. No portion of the Residual Funds shall revert to or be retained by the Debtors, the Non-Debtor Defendants or Class Counsel for any reason.

(e) Service Payments to Class Representatives. The Class Representatives shall receive an aggregate one-time payment from the first distribution from the Qualified Settlement Fund in the amount of \$30,000, to be allocated as follows: \$5,000 each to David Engelbrecht, Josiah Williamson, Gregory Mefford, Shawn Abner, Jacob Helton, and Billy Hatton for their service in this matter (together, the “Class Representative Service Payments”). Class Counsel shall distribute this payment to the Class Representatives, in addition to each Class Representative’s individualized disbursements on account of the Settlement payments contemplated herein.<sup>3</sup> The Class Representative Service Payments shall be net payment amounts and shall not be reduced for Class Counsel Fees (as defined below) or for other reasons. Class

---

<sup>3</sup> For the avoidance of doubt, the Class Representative Service Payments shall have no effect on the priority amounts available to the Class Representatives for their individualized Allowed Bankruptcy WARN and Wage Claims.

Counsel shall issue an IRS Form 1099 to each Class Representative for the amount of the Class Representative Service Payments paid to the Class Representative with his or her taxpayer identification number. The Class Representative Service Payments shall be paid exclusively by the Qualified Settlement Fund.

9. **Class Counsel's Fees and Class Counsel's Expenses.** Class Counsel is entitled to attorneys' fees ("Class Counsel's Fees") in the amount of one-third (1/3) of each distribution on the Allowed Bankruptcy WARN and Wage Claims and Cash Payment, net of the one-time \$30,000 aggregate payment for Class Representative Service Payments. In addition, Class Counsel is entitled to its litigation expenses (including costs associated with the production and mailing of the Class Notice and the administration of this Settlement, estimated to be approximately \$75,000) ("Class Counsel's Expenses"). Class Counsel's Fees and Class Counsel's Expenses, as well as the Representative Service Payments, shall be paid exclusively by the Qualified Settlement Fund. Class Counsel's Fees and Class Counsel's Expenses shall constitute payment in full for the Class Counsel's work and expenses in connection with this matter.

10. **The Class Notice.** Class Counsel or the Administrator shall bear the responsibility of the preparation of the Class Notices. The Class Notice, which shall include an opt-out notice form ("Opt-Out Notice Form"), shall be in substantially the form annexed hereto as Exhibit D or such substantially similar form as may be approved by the Bankruptcy Court. In the event that a Class Notice is returned as undeliverable, Class Counsel shall mail the Class Notice to the corrected address of the intended Class Member recipient as may be determined by Class Counsel through a search of a national database or as may otherwise be obtained by the Parties.

(a) **Contents of the Class Notice.** The Class Notice shall contain the following information, which shall be individualized for each Class Member:

- (i) That each Class Member has the right to opt out of the Class and preserve all of his or her rights, if any, against the Debtors and Non-Debtor Defendants, including the Released Claims, as defined below (all such persons timely electing to opt out of the Class, the “Opt-Outs”);
- (ii) That the Settlement shall become effective only if it is finally approved by the Bankruptcy Court under Rule 7023 and Rule 9019 of the Federal Rules of Bankruptcy Procedure, and Rule 23 of the Federal Rules of Civil Procedure, as made applicable by Rule 7023 of the Federal Rules of Bankruptcy Procedure;
- (iii) That, if so approved, the Settlement shall be effective as to all Class Members who did not timely elect to opt out of the Class;
- (iv) The projected net dollar amounts such Class Member would receive under this Settlement, as shown on Amended Schedule 1 assuming that the Allowed Bankruptcy WARN and Wage Claims are paid in full, which may or may not occur depending on numerous factors and circumstances in the Bankruptcy Case;
- (v) That the Estates Distribution Payments may or may not equal the Allowed Bankruptcy WARN and Wage Claims depending on various factors and circumstances in the Bankruptcy Case;
- (vi) That each Class Member who does not opt out has the right to object to this Settlement either in person or through counsel and be heard at the Fairness Hearing; and

(vii) That all Released Claims (as defined below) of a Class Member (other than claims with respect to amounts to be paid under the terms of this Settlement) shall be waived and any individual claim of Class Members against the Debtors within the scope of the Released Claims shall be deemed satisfied and expunged from the applicable claims register maintained by the Bankruptcy Court, and that no person, including the Class Member, shall be entitled to any further distribution thereon. Notwithstanding the foregoing, any Class Members' claims (or any DOL claims on their behalf) for benefits pursuant to Section 502(a)(1)(B) of ERISA under either the Blackjewel LLC 401(k) Plan or the Self-Insured Health Plan that was in place until August 31, 2019, shall be excluded from the scope of the Released Claims, as defined herein, and shall not be deemed released, satisfied or expunged by operation of this Settlement Agreement. The Debtors retain the right to respond to such claims on an individual basis with respect to, for example, their amount, validity and priority status. Nothing in this Agreement shall be construed to limit any rights, if any, that the Non-Debtor Defendants may now have to defend and/or address any claims for benefits that may be asserted against them under either the Blackjewel LLC 401(k) Plan or under the Self-Insured Health Plan.

11. **Objection to Settlement Procedures.** A Class Member may object to this Settlement by sending timely written notice of such objection to Class Counsel and counsel to the



Debtors and Non-Debtor Defendants at the addresses set forth in Section 18(c) below and filing such objection with the Bankruptcy Court. Any such objections shall state (i) the objector's full name, mailing address, and telephone number, (ii) if applicable, the full name, mailing address, and telephone number of the objector's attorney, if any, and (iii) all reasons for objecting to the Settlement and any supporting papers, materials, or briefs. Any such objections must be sent/filed such that they are received by Class Counsel, the Debtors, Non-Debtor Defendants and the Bankruptcy Court by the objection deadline established by the Bankruptcy Court and/or applicable law or rules of procedure, and served in accordance with the procedures set forth herein and in the Preliminary Settlement Order.

12. **Right of Employee to Opt Out of Class.**

(a) Any Class Member may opt out of the Class by mailing to Class Counsel the completed and executed Opt-Out Notice Form, contained in the Class Notice, such that it is received no later than the opt-out deadline fixed by the Bankruptcy Court (which shall coincide with the objection deadline). Upon the timely and proper mailing of the Opt-Out Notice Form to Class Counsel, such Class Member shall be classified as an Opt-Out. Class Counsel shall provide the Debtors and Non-Debtor Defendants with copies of the Opt-Out Notice Forms received from Class Members upon request. Otherwise, if and when the Settlement becomes effective, all Class Members shall be bound by the terms of this Settlement.

(b) Amounts attributable to Opt-Outs will be deducted from the amount of the Allowed Bankruptcy WARN and Wage Claims.

(c) Any Opt-Outs shall not have a claim against any of the Parties by reason of this Settlement Agreement or otherwise, and shall retain his or her rights, if any, against the Debtors and Non-Debtor Defendants. The Debtors, their Estates and the Non-Debtor Defendants

reserve all rights against any Opt-Outs. Class Counsel agrees that it will not, directly or indirectly, commence any litigation or assert any claims on behalf of any former employees of the Debtors or Non-Debtor Defendants who are Opt-Outs, nor any who are not encompassed by the Class as defined herein.

13. **Waiver and Release of Claims.**

(a) Released Claims of Class Members. Except for the rights expressly arising out of, provided for, or reserved in this Settlement Agreement, upon the Effective Date, the Class Members (but not the Opt-Outs), for and on behalf of themselves, and their respective predecessors, successors, assigns, heirs, personal representatives and estates (collectively, the “Releasing Parties”), do hereby fully and forever release and discharge the Non-Debtor Defendants and each of the Estates and Debtors, and each of their respective current and former members, subsidiaries and affiliated entities, and each of their respective officers, directors, shareholders, agents, employees, partners, members, accountants, attorneys, insurers, financial advisors, representatives and other agents, and all of their respective predecessors, successors and assigns (collectively, the “Released Parties”), of and from any and all claims, demands, debts, liabilities, obligations, liens, actions and causes of action, costs, expenses, attorneys’ fees and damages of whatever kind or nature, at law, in equity and otherwise, whether known or unknown, anticipated, suspected or disclosed, which the Releasing Parties may now have or hereafter may have against the Released Parties which relate to or are based upon the WARN Act or any claim set forth in the WARN Action, including any claims relating to wages and benefits as described therein but excluding the claims described in the next sentence (the “Released Claims”). Notwithstanding the foregoing, any Class Members’ claims (or any DOL claims on their behalf) for benefits pursuant to Section 502(a)(1)(B) of ERISA under either the Blackjewel LLC 401(k) Plan or under the Self-Insured Health Plan that was in place until August 31, 2019, shall be excluded from the scope of the

Released Claims, as defined herein, and shall not be deemed released, satisfied or expunged by operation of this Settlement Agreement. The Debtors retain the right to respond to such claims on an individual basis with respect to, for example, their amount, validity and priority status. Nothing in this Agreement shall be construed to limit any rights, if any, that the Non-Debtor Defendants may now have to defend and/or address any claims for benefits that may be asserted against them under either the Blackjewel LLC 401(k) Plan or under the Self-Insured Health Plan. The Released Parties expressly reserve the right to object to, offset or oppose any and all claims, obligations, or causes of action, of any type, except those claims expressly allowed hereunder. Upon the Effective Date, the Class Members agree that any Released Claims shall be deemed waived without need for further court order, and the Class Members agree that any Released Claims that have been scheduled on behalf of, or filed by, any Class Members in the Bankruptcy Case are disallowed in their entirety and shall be deemed expunged from the applicable schedule(s) or claims register(s). In addition, each Releasing Party shall be deemed, upon the Effective Date, to have released each of the Class Representatives from any and all claims whether liquidated or unliquidated, contingent or non-contingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, legal or equitable, known or unknown that he or she may have against the Class Representatives, any successors or assignees to their legal interests, or any of their present or former agents, attorneys or consultants arising out of any Released Claim or the terms of this Settlement.

(b) To the fullest extent allowed under applicable law, each person and entity granting a release under the Settlement hereby: (a) waives and relinquishes all statutory and common law protections purporting to limit the scope or effect of a release, whether due to lack of knowledge of any claim or otherwise, including, waiving and relinquishing the terms of any law,

which provides that a release may not apply to material unknown claims. Accordingly, in the event a Class Member should claim additional damages arising out of the matters released by this Settlement, or discover new facts or claims, the Class Member will not be able to make any additional claims or recover any additional damages. Each Party represents, warrants, and agrees that this waiver is a material term of this Settlement Agreement, without which no Party would have entered into this Settlement.

(c) Notwithstanding anything herein or in any pleadings relating to this Settlement, nothing herein or therein shall be deemed to constitute a release by the Debtors or any of their affiliates, or their Estates, of any claims whatsoever which such parties may have against the Non-Debtor Defendants or any third parties. Nothing herein or therein shall be deemed to constitute a release by the Non-Debtor Defendants or any of their affiliates of any claims whatsoever which such parties may have against the Debtors or any third parties.

(d) Notwithstanding anything herein or in any pleadings relating to this Settlement, nothing herein or therein shall be deemed (i) to constitute a release of any claim of the DOL against any of the Released Parties or (ii) in any way have an effect upon any claim of the DOL against any of the Released Parties.

(e) Dismissal of WARN Action as to the Debtors and Non-Debtor Defendants.  
A stipulation of dismissal with prejudice of the WARN Action as to the Debtors and Non-Debtor Defendants, substantially in the form attached hereto as Exhibit E (the “Dismissal”), shall be executed by the Parties. Class Counsel shall file the Dismissal with the Bankruptcy Court upon the Effective Date. Dismissal of the WARN Action as to the Debtors and Non-Debtor Defendants shall not abate or limit the effectiveness of this Settlement Agreement and the Final Settlement Order, including the releases set forth herein.

14. **No Litigation.** Except as may be necessary to enforce the terms of this Settlement, the Parties agree that they shall not commence or proceed with any action, claim, suit, proceeding or litigation, including the filing of any proof of claim in the Bankruptcy Case, with respect to the Released Claims, or take any action inconsistent with the terms of the Settlement.

15. **No Admission of Liability.** This Settlement is intended to settle and dispose of the Released Claims. Nothing herein shall constitute or be construed as an admission by the Estates, Debtors or Non-Debtor Defendants of any facts or liability of any kind. The Parties acknowledge and agree that they are entering into this Settlement Agreement to avoid further costs of litigation and that the Estates, the Debtors and Non-Debtor Defendants do not admit, and specifically deny, any liability under the WARN Act and/or any law pursuant to which claims were asserted in the WARN Action.

16. **Representations and Warranties.** The Parties represent and warrant that upon Bankruptcy Court approval of this Settlement, all will have the legal right and authority to enter into this Settlement and the transactions and releases contemplated hereby.

17. **Further Assurances.** The Parties shall cooperate fully and shall execute and deliver any and all supplemental papers, documents, instruments and other assurances and shall do any and all acts that may be reasonably necessary or appropriate to give full force and effect to the terms and intent of this Settlement.

18. **Miscellaneous.**

(a) **Continuing Jurisdiction of Bankruptcy Court.** The Bankruptcy Court shall have full jurisdiction over this Settlement and any dispute or controversy arising from or related to the interpretation or enforcement of this Settlement.

(b) Governing Law/Jurisdiction. Except where superseded by applicable federal law, this Settlement shall be governed by the internal laws of the State of West Virginia, without regard to conflict of law principles.

(c) Notices. Any notice or other communication required or permitted to be delivered under this Settlement shall be (i) in writing, (ii) delivered personally, by courier service or by certified or registered mail, first-class postage prepaid and return receipt requested, (iii) deemed to have been received on the date of delivery, and (iv) addressed as follows (or to such other address as the party entitled to notice shall hereafter designate by a written notice filed with the Bankruptcy Court):

**If to the Debtors, to**

SQUIRE PATTON BOGGS (US) LLP  
201 E. Fourth Street, Suite 1900  
Cincinnati, Ohio 45202  
Attention: Stephen D. Lerner, Esq.  
Nava Hazan, Esq.

**If to the Non-Debtor Defendants, to**

LEXINGTON COAL COMPANY, LLC  
Helena R. Jackson, Esq.  
164 Main Street, Suite 401  
Pikeville, Kentucky 41501  
hj@lexingtoncoal.us  
859.533.4901

DINSMORE & SHOHL LLP  
Janet Smith Holbrook (WVSN 5853)  
John (J.H.) Harlan Mahaney (WVSN 6993)  
Alexis B. Mattingly (WVSN 10286)  
611 Third Avenue  
Huntington, West Virginia 25701  
(304) 529-6181 Phone  
(304) 522-4312 Fax  
Janet.holbrook@dinsmore.com  
John.mahaney@dinsmore.com  
alexis.mattingly@dinsmore.com

**If to Class Members or Class Counsel, to:**

LANKENAU & MILLER LLP  
132 Nassau Street, Suite 1100  
New York, New York 10038  
Attention: Stuart J. Miller, Esq.

and

THE GARDNER FIRM, P.C.  
182 St. Francis Street, Suite 103  
Mobile, Alabama 36602  
Attention: Mary E. Olsen, Esq.

(d) Severability. Should any provision(s) of this Settlement Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, and/or unenforceable, then the legality, validity, and/or enforceability of the remaining parts, terms, and/or provisions shall not be affected thereby, and said illegal, unenforceable, and/or invalid part, term, and/or provision shall be deemed not to be a part of this Settlement Agreement.

(e) Amendments. This Settlement may not be modified, amended or supplemented by the Parties except by a written agreement that the Parties have signed with any required approval of the Bankruptcy Court.

(f) Integration. This Settlement contains the entire, final, and fully-integrated agreement of the Parties with respect to the matters covered by this Settlement, and supersedes all prior statements, discussions, agreements, representations, or understandings. No promise, understanding, agreement, or representation made by any Party, or any respective agent, director, officer, employee, financial advisor or attorney of a Party, that is not expressly contained in this Settlement shall be binding or valid. All Parties agree and represent that they are not relying on any promise, inducement, or understanding not expressly set forth in the language of this Settlement Agreement.

(g) Interpretation. This Settlement was the product of negotiations between the Parties and any rule of construction requiring that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Settlement.

(h) Headings. The headings of this Settlement are for convenience only and are not part of the Settlement and do not in any way define, limit, extend, describe or amplify the terms, provisions or scope of this Settlement and shall have no effect on its interpretation. Where appropriate, the use of the singular shall include the plural and the use of the masculine gender shall include the feminine gender as well.

(i) Signatures. Facsimile or other electronic copies of signatures on this Settlement are acceptable, and a facsimile or other electronic copy of a signature on this Settlement shall be deemed to be an original.

(j) Counterparts. This Settlement may be executed in one or more counterparts, each of which together or separately shall constitute an original and which, when taken together, shall be considered one and the same binding agreement.

(k) Cooperation. The Parties agree to cooperate with one another to effectuate an efficient and equitable implementation of this Settlement.

(l) Binding Nature of Settlement. This Settlement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, transferees, assigns, heirs and estates.

(m) Effect of Waiver of Breach. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.



(n) Receipt of Advice of Counsel. The Parties acknowledge, agree, and specifically warrant to each other that they have fully read this Settlement Agreement, received legal advice with respect to the advisability of entering into this Settlement Agreement and with respect to the legal effect of this Settlement Agreement. The Parties further acknowledge, agree, and specifically warrant that they fully understand the legal effect of this Settlement Agreement.

(o) Opportunity to Investigate. The Parties acknowledge, agree, and specifically warrant to each other that they and their counsel have had adequate opportunity to make whatever investigation and inquiries deemed necessary or desirable in connection with the subject matter of this Settlement Agreement and the advisability of entering into this Settlement Agreement.

(p) Good Faith Settlement. The Parties acknowledge, agree, and specifically warrant to each other that they are entering into this Settlement Agreement freely, without duress, in good faith, and at arms' length.

(q) Preservation of Privilege. Nothing contained in this Settlement Agreement or any order of the Bankruptcy Court and no act required to be performed pursuant to this Settlement Agreement or any order of the Bankruptcy Court is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege.

(r) Nonadmissibility. The negotiations resulting in this Settlement Agreement have been undertaken by the Parties and their respective counsel in good faith and for settlement purposes only. No evidence of negotiations or discussions underlying this Settlement Agreement shall be offered or received in evidence for any purpose in any action or proceeding.

IN WITNESS WHEREOF, the Parties have executed and delivered this Settlement as of the date first written above.

On behalf of the Debtors

By: /s/ David Beckman  
Name: David Beckman  
FTI Consulting, Inc.

DINSMORE & SHOHL LLP  
on behalf of Jeff Hoops, Sr. and Jeffery A. Hoops,  
II

By: /s/ Alexis B. Mattingly  
Name: Alexis B. Mattingly  
Title: Counsel for Jeff Hoops, Sr. and  
Jeffery A. Hoops, II

Helena R. Jackson, Esq.  
General Counsel,  
on behalf of Lexington Coal Co., LLC

By: /s/ Helena R. Jackson  
Name: Helena R. Jackson  
Title: Counsel for Lexington Coal Co.,  
LLC

LANKENAU & MILLER LLP,  
on behalf of the Class Representatives and Class  
Members

By: /s/ Stuart J. Miller  
Name: Stuart J. Miller  
Title: Proposed Class Counsel

THE GARDNER FIRM, PC,  
on behalf of the Class Representatives and Class  
Members

By: /s/ Mary E. Olsen  
Name: Mary E. Olsen  
Title: Proposed Class Counsel

PETSONK PLLC,  
on behalf of the Class Representatives and Class  
Members

By: /s/ Sam Petsonk  
Name: Sam Petsonk  
Title: Proposed Class Counsel

MOUNTAIN STATE JUSTICE, INC.,  
on behalf of the Class Representatives and Class  
Members

By: /s/ Bren J. Pomponio  
Name: Bren J. Pomponio  
Clint Carte  
Title: Proposed Class Counsel

PILLERSDORF LAW OFFICE,  
on behalf of the Class Representatives and Class  
Members

By: /s/ Ned Pillersdorf  
Name: Ned Pillersdorf  
Title: Proposed Class Counsel

**AMENDED**  
**SCHEDULE 1**

---

[illegible]

		Last Name	First Name	Address	City	State	Zip Code	Wage	48 Hourly Days 60 Salary Days	Per Capita Benefits	Sixty Days' Pay & Benefits	Allowed Bankruptcy WAGE Claim	Allowed Bankruptcy WAGE Claim	Allowed Bankruptcy WAGE Claim	Allowed Bankruptcy WAGE Claim	Priority Allowed Bankruptcy WAGE & Claims	Gen Unsecured Allowed Bankruptcy WAGE & Wage Claims	Priority Allowed Bankruptcy WAGE & Class Counsel's Fees & Expenses	Gen Unsecured Allowed Bankruptcy WAGE & Claims Net of Class Counsel's Fees
73	Ballard	Bobby R										6,039.96	1,280.00	7,319.96	7,319.96	-	-	4,874.25	-
74	Balthis	Bobby D										7,835.16	1,824.00	9,659.16	9,659.16	-	-	6,431.89	-
75	Balthis	Corey N										7,835.16	1,824.00	9,659.16	9,659.16	-	-	6,431.89	-
76	Balthis	Timothy W										11,115.96	2,038.36	13,154.32	13,154.32	-	-	8,759.27	-
77	Banegas	Jose L										7,095.96	1,600.00	8,695.96	8,695.96	-	-	5,790.51	-
78	Banks	Tinsley S										6,884.76	1,536.00	8,420.76	8,420.76	-	-	5,607.26	-
79	Barbour	Payton J										7,849.94	1,828.48	9,678.42	9,678.42	-	-	6,444.72	-
80	Bargo	Rodney E										7,307.16	1,664.00	8,971.16	8,971.16	-	-	5,973.76	-
81	Bargo Jr	Royal										7,835.16	1,824.00	9,659.16	9,659.16	-	-	6,431.89	-
82	Barker	Matthew A										6,567.96	1,440.00	8,007.96	8,007.96	-	-	5,332.38	-
83	Barnard	Richard A										6,145.56	1,312.00	7,457.56	7,457.56	-	-	4,965.88	-
84	Barron	James A										7,849.94	1,828.48	9,678.42	9,678.42	-	-	6,444.72	-
85	Barron	Roger W										8,867.93	2,136.96	11,004.89	11,004.89	-	-	7,327.99	-
86	Bartlett	Scott D										8,867.93	2,136.96	11,004.89	11,004.89	-	-	7,327.99	-
87	Barton	Eric Cleyt										6,884.76	1,536.00	8,420.76	8,420.76	-	-	5,607.26	-
88	Barton	Roger L										6,462.36	1,408.00	7,870.36	7,870.36	-	-	5,240.76	-
89	Basner	Elliot J										8,867.93	2,136.96	11,004.89	11,004.89	-	-	7,327.99	-
90	Bass	Timothy J										6,673.56	1,472.00	8,145.56	8,145.56	-	-	5,424.01	-
91	Bates	Marty H										7,518.36	1,728.00	9,246.36	9,246.36	-	-	6,157.01	-
92	Beard	Richard E										2,316.49	14,701.45	13,650.00	13,650.00	-	-	9,089.33	700.97
93	Beck	William R										8,867.93	2,136.96	11,004.89	11,004.89	-	-	7,327.99	-
94	Becker	Kevin L										13,925.96	2,654.25	16,580.21	13,650.00	2,930.21	9,089.33	1,953.47	-
95	Begley	Jonathan E										7,095.96	1,600.00	8,695.96	8,695.96	-	-	5,790.51	-
96	Begley Jr	Therman										7,835.16	1,824.00	9,659.16	9,659.16	-	-	6,431.89	-
97	Belcher	James										11,315.96	2,082.19	13,398.15	13,398.15	-	-	8,921.63	-
98	Belcher	Jarrod N										6,567.96	1,440.00	8,007.96	8,007.96	-	-	5,332.38	-
99	Belcher	Joshua										6,884.76	1,536.00	8,420.76	8,420.76	-	-	5,607.26	-
100	Belcher	Michael A										7,835.16	1,824.00	9,659.16	9,659.16	-	-	6,431.89	-
101	Belcher	Ryan A										6,884.76	1,536.00	8,420.76	8,420.76	-	-	5,607.26	-
102	Belcher(D29)	David L										6,462.36	1,408.00	7,870.36	7,870.36	-	-	5,240.76	-
103	Belcher(P8)	David F										6,567.96	1,440.00	8,007.96	8,007.96	-	-	5,332.38	-
104	Bellack	Kenneth L										8,149.85	1,919.36	10,069.21	10,069.21	-	-	6,704.94	-
105	Belt	James E										6,884.76	1,536.00	8,420.76	8,420.76	-	-	5,607.26	-
106	Bennett	Billy J										7,095.96	1,600.00	8,695.96	8,695.96	-	-	5,790.51	-
107	Bennett	Cecilia M										8,443.42	2,008.32	10,451.74	10,451.74	-	-	6,959.66	-
108	Bennett	Shane W										8,867.93	2,136.96	11,004.89	11,004.89	-	-	7,327.99	-
109	Bennett	Thomas L										8,443.42	2,008.32	10,451.74	10,451.74	-	-	6,959.66	-
110	Benson	Daota R										6,251.16	1,344.00	7,595.16	7,595.16	-	-	5,057.50	-
111	Bentley	Daniel Ryan										7,095.96	1,600.00	8,695.96	8,695.96	-	-	5,790.51	-
112	Bentley	Douglas										9,387.86	1,659.59	11,047.45	11,047.45	-	-	7,356.33	-
113	Bentley	John M										12,715.96	2,389.04	15,105.00	13,650.00	1,455.00	9,089.33	970.00	-
114	Bentley	Lester R										7,095.96	1,600.00	8,695.96	8,695.96	-	-	5,790.51	-
115	Bentley	Matthew										7,095.96	1,600.00	8,695.96	8,695.96	-	-	5,790.51	-
116	Bentley Jr	Michael B										6,567.96	1,440.00	8,007.96	8,007.96	-	-	5,332.38	-
117	Bentz	Ronald L										7,273.37	1,653.76	8,927.13	8,927.13	-	-	5,944.44	-
118	Bergheld	Kenneth D										8,443.42	2,008.32	10,451.74	10,451.74	-	-	6,959.66	-
119	Berkey	Amy M										7,849.94	1,828.48	9,678.42	9,678.42	-	-	6,444.72	-
120	Berkey	David C										8,867.93	2,136.96	11,004.89	11,004.89	-	-	7,327.99	-
121	Beverly	David W										7,518.36	1,728.00	9,246.36	9,246.36	-	-	6,157.01	-
122	Bevinis	Bradley E										10,515.96	1,906.85	12,422.81	12,422.81	-	-	8,272.17	-
123	Biley	Kasey D										7,849.94	1,828.48	9,678.42	9,678.42	-	-	6,444.72	-
124	Birchfield	Jeffery R										7,518.36	1,728.00	9,246.36	9,246.36	-	-	6,157.01	-
125	Black Brandt J											7,273.37	1,653.76	8,927.13	8,927.13	-	-	5,944.44	-
126	Blackburn	Stephen Boyd										8,315.96	1,424.66	9,740.62	9,740.62	-	-	6,486.14	-
127	Blair	Michael W										7,835.16	1,824.00	9,659.16	9,659.16	-	-	6,431.89	-
128	Blake	Joseph P										8,867.93	2,136.96	11,004.89	11,004.89	-	-	7,327.99	-
129	Blakley	Randy W										12,564.06	2,355.75	14,919.81	13,650.00	1,269.81	9,089.33	846.54	-
130	Blankenship	Jeffrey D										8,867.93	2,136.96	11,004.89	11,004.89	-	-	7,327.99	-
131	Blankenship JR(D17)	Mark A										7,307.16	1,664.00	8,971.16	8,971.16	-	-	5,973.76	-
132	Blanton	Eric A										6,567.96	1,440.00	8,007.96	8,007.96	-	-	5,332.38	-
133	Blare	Jan M										7,273.37	1,653.76	8,927.13	8,927.13	-	-	5,944.44	-
134	Bledsoe	Keith E										10,261.96	1,851.18	12,113.14	12,113.14	-	-	8,065.96	-
135	Bledsoe Jr	Bradley M										6,884.76	1,536.00	8,420.76	8,420.76	-	-	5,607.26	-
136	Blevins	Caleb										5,617.56	1,152.00	6,769.56	6,769.56	-	-	4,507.75	-
137	Blevins	Jerod M										7,095.96	1,600.00	8,695.96	8,695.96	-	-	5,790.51	-
138	Blevins	Tony										11,115.96	2,038.36	13,154.32	13,154.32	-	-	8,759.27	-
139	Blevins	Travis L										6,884.76	1,536.00	8,420.76	8,420.76	-	-	5,607.26	-
140	Blizzard	Roderick T										8,149.85	1,919.36	10,069.21	10,069.21	-	-	6,704.94	-
141	Boardwine	George G										6,462.36	1,408.00	7,870.36	7,870.36	-	-	5,240.76	-
142	Boggs	Anthony A										7,518.36	1,728.00	9,246.36	9,246.36	-	-	6,157.01	-
143	Boggs	Christopher A										7,307.16	1,664.00	8,971.16	8,971.16	-	-	5,973.76	-
144	Boggs	Dennis E										7,095.96	1,600.00	8,695.96	8,695.96	-	-	5,790.51	-

Address	City	State	Zip Code	Wage Type	Wage	44 Hourly Days 60 Salary Days	Per Capita Benefits	Sixty Days' Pay & Benefits

		Last Name	First Name	Address	City	State	Zip Code	Wage Type	48 Hourly Days 60 Salary Days	Per Capita Benefits	Sixty Days' Pay & Benefits	Allowed Bankruptcy WAGE Claim	Allowed Bankruptcy WAGE Claim	Allowed Bankruptcy WAGE & Claims	Priority Allowed Bankruptcy WAGE & Claims	Gen Unsecured Allowed Bankruptcy WAGE & Claims	Priority Allowed Bankruptcy WAGE & Class Counsel's Fees & Expenses	Gen Unsecured Allowed Bankruptcy WAGE & Claims Net of Class Counsel's Fees
217	Bryant	Joshua S										6,567.96	6,567.96	8,007.96	8,007.96	8,007.96	5,332.38	-
218	Bryant Jr(D21)	Johnny R										6,462.36	6,462.36	7,870.36	7,870.36	7,870.36	5,240.76	-
219	Bryson	Johnny H										7,518.36	7,518.36	9,246.36	9,246.36	9,246.36	6,157.01	-
220	Buckner	Charles D										8,149.85	8,149.85	10,069.21	10,069.21	10,069.21	6,704.94	-
221	Buechler	Brendon J										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
222	Bullinger	Keasha A										8,443.42	8,443.42	10,451.74	10,451.74	10,451.74	6,959.66	-
223	Bundy	Bradly M										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
224	Bundy	Brent										6,884.76	6,884.76	8,420.76	8,420.76	8,420.76	5,607.26	-
225	Bundy	Michael M										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
226	Burgan	Bryan										7,518.36	7,518.36	9,246.36	9,246.36	9,246.36	6,157.01	-
227	Burger	Raymond E										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
228	Burgess(S7)	Gary Wayne										6,673.56	6,673.56	8,145.56	8,145.56	8,145.56	5,424.01	-
229	Burke	Douglas										7,095.96	7,095.96	8,695.96	8,695.96	8,695.96	5,790.51	-
230	Burke	John										7,095.96	7,095.96	8,695.96	8,695.96	8,695.96	5,790.51	-
231	Burke	Joseph E										7,095.96	7,095.96	8,695.96	8,695.96	8,695.96	5,790.51	-
232	Burke	Rondal E										7,518.36	7,518.36	9,246.36	9,246.36	9,246.36	6,157.01	-
233	Burkhardt	Travis J										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
234	Burkhart	Daniel D										7,095.96	7,095.96	8,695.96	8,695.96	8,695.96	5,790.51	-
235	Burks	Austin R										6,462.36	6,462.36	7,870.36	7,870.36	7,870.36	5,240.76	-
236	Burks	Erik										5,617.56	5,617.56	6,769.56	6,769.56	6,769.56	4,507.75	-
237	Burks	Rodney D										6,462.36	6,462.36	7,870.36	7,870.36	7,870.36	5,240.76	-
238	Burns	Gillis										7,518.36	7,518.36	9,246.36	9,246.36	9,246.36	6,157.01	-
239	Burress	Christopher R										11,115.96	11,115.96	13,154.32	13,154.32	13,154.32	8,759.27	-
240	Burton	Andrew J										7,307.16	7,307.16	8,971.16	8,971.16	8,971.16	5,973.76	-
241	Burton Jr	Donald R										7,307.16	7,307.16	8,971.16	8,971.16	8,971.16	5,973.76	-
242	Bush	Sheldon S										6,990.36	6,990.36	8,558.36	8,558.36	8,558.36	5,698.89	-
243	Byrd	Jason Wayne										6,462.36	6,462.36	7,870.36	7,870.36	7,870.36	5,240.76	-
244	Calego	Frank D										6,673.56	6,673.56	8,145.56	8,145.56	8,145.56	5,424.01	-
245	Caldwell	Bobby										6,884.76	6,884.76	8,420.76	8,420.76	8,420.76	5,607.26	-
246	Caldwell	Dana D										7,835.16	7,835.16	9,659.16	9,659.16	9,659.16	6,431.89	-
247	Caldwell	George M										6,251.16	6,251.16	7,595.16	7,595.16	7,595.16	5,057.50	-
248	Caldwell	Justin										5,617.56	5,617.56	6,769.56	6,769.56	6,769.56	4,507.75	-
249	Caldwell	Robert A										7,518.36	7,518.36	9,246.36	9,246.36	9,246.36	6,157.01	-
250	Calhoun	Tanner										7,095.96	7,095.96	8,695.96	8,695.96	8,695.96	5,790.51	-
251	Callahan	Wesley J										6,567.96	6,567.96	8,007.96	8,007.96	8,007.96	5,332.38	-
252	Campbell	Donald Dean										7,518.36	7,518.36	9,246.36	9,246.36	9,246.36	6,157.01	-
253	Campbell	Polli L										7,411.46	7,411.46	8,637.87	8,637.87	8,637.87	5,751.83	-
254	Campbell	Steven A										6,567.96	6,567.96	8,007.96	8,007.96	8,007.96	5,332.38	-
255	Campbell	Thomas J										7,095.96	7,095.96	8,695.96	8,695.96	8,695.96	5,790.51	-
256	Camphouse	Terry L										8,149.85	8,149.85	10,069.21	10,069.21	10,069.21	6,704.94	-
257	Cantrell	Goner R										8,815.96	8,815.96	10,350.21	10,350.21	10,350.21	6,892.05	-
258	Cantrell	Matthew D										7,518.36	7,518.36	9,246.36	9,246.36	9,246.36	6,157.01	-
259	Carlson	Kendal R										8,443.42	8,443.42	10,451.74	10,451.74	10,451.74	6,959.66	-
260	Carmlal Jr	Jimmy W										7,307.16	7,307.16	8,971.16	8,971.16	8,971.16	5,973.76	-
261	Carr	Adam G										11,267.26	11,267.26	13,338.78	13,338.78	13,338.78	8,882.10	-
262	Carroll	Forest E										6,884.76	6,884.76	8,420.76	8,420.76	8,420.76	5,607.26	-
263	Carroll	Gary H										11,115.96	11,115.96	13,154.32	13,154.32	13,154.32	8,759.27	-
264	Carriba	Christopher L										12,115.96	12,115.96	14,373.49	14,373.49	14,373.49	9,989.33	482.33
265	Carstens	Phillip J										8,443.42	8,443.42	10,451.74	10,451.74	10,451.74	6,959.66	-
266	Carter	Daniel L										8,149.85	8,149.85	10,069.21	10,069.21	10,069.21	6,704.94	-
267	Carter	Steven K										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
268	Case	Dustin G										8,149.85	8,149.85	10,069.21	10,069.21	10,069.21	6,704.94	-
269	Casey	Gregory T										6,567.96	6,567.96	8,007.96	8,007.96	8,007.96	5,332.38	-
270	Castle	David A										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
271	Castle	Natalie B										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
272	Caudill	Caleb										7,307.16	7,307.16	8,971.16	8,971.16	8,971.16	5,973.76	-
273	Caudill	Dustin L										7,835.16	7,835.16	9,659.16	9,659.16	9,659.16	6,431.89	-
274	Caudill	Robert A										7,095.96	7,095.96	8,695.96	8,695.96	8,695.96	5,790.51	-
275	Caudill	Winston L										7,835.16	7,835.16	9,659.16	9,659.16	9,659.16	6,431.89	-
276	Cavanaugh	Seth M										8,149.85	8,149.85	10,069.21	10,069.21	10,069.21	6,704.94	-
277	Chaffee	Robert A										8,149.85	8,149.85	10,069.21	10,069.21	10,069.21	6,704.94	-
278	Chambers	Jamie A										6,462.36	6,462.36	7,870.36	7,870.36	7,870.36	5,240.76	-
279	Chambers	Nathan										6,884.76	6,884.76	8,420.76	8,420.76	8,420.76	5,607.26	-
280	Chandler	Clarence A										11,115.96	11,115.96	13,154.32	13,154.32	13,154.32	8,759.27	-
281	Chandler	Gene M										6,567.96	6,567.96	8,007.96	8,007.96	8,007.96	5,332.38	-
282	Chandler	Johnny W										6,884.76	6,884.76	8,420.76	8,420.76	8,420.76	5,607.26	-
283	Chapell	Jason R										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
284	Chapman	Ryan J										7,849.94	7,849.94	9,678.42	9,678.42	9,678.42	6,444.72	-
285	Charles	Billy Ray										6,567.96	6,567.96	8,007.96	8,007.96	8,007.96	5,332.38	-
286	Charles	Ricky Andre										5,723.16	5,723.16	6,907.16	6,907.16	6,907.16	4,599.38	-
287	Charles	Stephen R										7,518.36	7,518.36	9,246.36	9,246.36	9,246.36	6,157.01	-
288	Charles	Timothy L										11,115.96	11,115.96	13,154.32	13,154.32	13,154.32	8,759.27	-



		Last Name	First Name	Address	City	State	Zip Code	Wage Type	48 Hourly Days 60 Salary Days	Per Capita Benefits	Sixty Days' Pay & Benefits	Allowed Bankruptcy WAGE Claim	Allowed Bankruptcy WAGE Claim	Allowed Bankruptcy WAGE & Wage Claims	Priority Allowed Bankruptcy WAGE & WAGE Claims	Gen Unsecured Allowed Bankruptcy WAGE & Wage Claims	Priority Allowed Bankruptcy WAGE & WAGE Claims	Gen Unsecured Allowed Bankruptcy WAGE & Wage Claims	Priority Allowed Bankruptcy WAGE & WAGE Claims	Gen Unsecured Allowed Bankruptcy WAGE & Wage Claims
289	Charles	Tommy L										6,673.56	1,472.00	8,145.56	8,145.56	8,145.56	8,145.56	5,424.01	-	-
290	Chasteen	Jeff A										7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	5,790.51	-	-
291	Childers	Robert C										6,356.76	1,376.00	7,732.76	7,732.76	7,732.76	7,732.76	5,149.13	-	-
292	Children	Ronald W										6,039.96	1,280.00	7,319.96	7,319.96	7,319.96	7,319.96	4,874.25	-	-
293	Chisenhall	Joshua H										11,115.96	2,038.36	13,154.32	13,154.32	13,154.32	13,154.32	8,759.27	-	-
294	Choate	Robert W										8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	7,327.99	-	-
295	Church	Kimrick L										6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	5,607.26	-	-
296	Clark	Anthony B										7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	5,790.51	-	-
297	Clark	Dennis R										10,787.26	1,966.31	12,753.57	12,753.57	12,753.57	12,753.57	8,492.41	-	-
298	Clark	Kevin										6,673.56	1,472.00	8,145.56	8,145.56	8,145.56	8,145.56	5,424.01	-	-
299	Clark	Laneston C										7,835.16	1,824.00	9,659.16	9,659.16	9,659.16	9,659.16	6,431.89	-	-
300	Clark	Michael D										11,115.96	2,038.36	13,154.32	13,154.32	13,154.32	13,154.32	8,759.27	-	-
301	Clark	Paul D										6,673.56	1,472.00	8,145.56	8,145.56	8,145.56	8,145.56	5,424.01	-	-
302	Clark	Raleigh K										7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	5,790.51	-	-
303	Clayborn	Jerry										7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	5,790.51	-	-
304	Clem	Travis W										7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	6,157.01	-	-
305	Clevinger	Christopher R										7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	6,157.01	-	-
306	Clifton	Adam J										6,462.36	1,408.00	7,870.36	7,870.36	7,870.36	7,870.36	5,240.76	-	-
307	Cloud	Chris P										11,113.76	2,037.87	13,151.63	13,151.63	13,151.63	13,151.63	8,757.48	-	-
308	Cloud	Michael L										6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	5,607.26	-	-
309	Cloud	Michelle W										7,835.16	1,824.00	9,659.16	9,659.16	9,659.16	9,659.16	6,431.89	-	-
310	Crough	David A										8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	7,327.99	-	-
311	Clymer	Thomas M										6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	5,607.26	-	-
312	Coburn	Jerry										6,673.56	1,472.00	8,145.56	8,145.56	8,145.56	8,145.56	5,424.01	-	-
313	Coburn	Terry M										11,115.96	2,038.36	13,154.32	13,154.32	13,154.32	13,154.32	8,759.27	-	-
314	Cochran	Derek A										7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	5,790.51	-	-
315	Cochran	Garry W										12,115.96	2,257.53	14,373.49	13,650.00	13,650.00	13,650.00	9,089.33	-	482.33
316	Cochran	Paul J										7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	5,790.51	-	-
317	Cody	Charles T										6,462.36	1,408.00	7,870.36	7,870.36	7,870.36	7,870.36	5,240.76	-	-
318	Cole	Bobby L										7,307.16	1,664.00	8,971.16	8,971.16	8,971.16	8,971.16	5,973.76	-	-
319	Cole	Charley L										7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	5,790.51	-	-
320	Cole Jr	Wilburn J										11,165.96	2,049.32	13,215.28	13,215.28	13,215.28	13,215.28	8,799.86	-	-
321	Coleman	Charles P										8,149.85	1,919.36	10,069.21	10,069.21	10,069.21	10,069.21	6,704.94	-	-
322	Coleman	Jacob D										8,443.42	2,008.32	10,451.74	10,451.74	10,451.74	10,451.74	6,959.66	-	-
323	Coleman	Kevin A										7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	5,790.51	-	-
324	Collett	Brandon F										11,115.96	2,038.36	13,154.32	13,154.32	13,154.32	13,154.32	8,759.27	-	-
325	Collett	Carl S										7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	5,790.51	-	-
326	Collett	Clinton Luke										7,835.16	1,824.00	9,659.16	9,659.16	9,659.16	9,659.16	6,431.89	-	-
327	Collett	Daniel A										9,990.96	1,791.78	11,782.74	11,782.74	11,782.74	11,782.74	7,845.95	-	-
328	Collett	Hiram										6,462.36	1,408.00	7,870.36	7,870.36	7,870.36	7,870.36	5,240.76	-	-
329	Collett	Melvin										6,462.36	1,408.00	7,870.36	7,870.36	7,870.36	7,870.36	5,240.76	-	-
330	Collett	William L										7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	5,790.51	-	-
331	Collett-	Vernon L										6,567.96	1,440.00	8,007.96	8,007.96	8,007.96	8,007.96	5,332.38	-	-
332	Colley	Andrew K										7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	5,790.51	-	-
333	Collins	Dana										7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	6,157.01	-	-
334	Collins	Doug E										7,835.16	1,824.00	9,659.16	9,659.16	9,659.16	9,659.16	6,431.89	-	-
335	Collins	Keith T										7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	5,790.51	-	-
336	Collins	Travis L										6,462.36	1,408.00	7,870.36	7,870.36	7,870.36	7,870.36	5,240.76	-	-
337	Cokin	Buck C										8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	7,327.99	-	-
338	Combs	Bobby J										6,145.56	1,312.00	7,457.56	7,457.56	7,457.56	7,457.56	4,965.88	-	-
339	Combs	Charles										6,145.56	1,312.00	7,457.56	7,457.56	7,457.56	7,457.56	4,965.88	-	-
340	Combs	Joshua A										11,115.96	2,038.36	13,154.32	13,154.32	13,154.32	13,154.32	8,759.27	-	-
341	Combs	Kevin Lee										6,462.36	1,408.00	7,870.36	7,870.36	7,870.36	7,870.36	5,240.76	-	-
342	Combs	Terry Carl										6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	5,607.26	-	-
343	Combs	Timothy R										7,835.16	1,824.00	9,659.16	9,659.16	9,659.16	9,659.16	6,431.89	-	-
344	Conley	Jimmy K										6,145.56	1,312.00	7,457.56	7,457.56	7,457.56	7,457.56	4,965.88	-	-
345	Connally	Travis L										8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	7,327.99	-	-
346	Connelly	Paul A										8,443.42	2,008.32	10,451.74	10,451.74	10,451.74	10,451.74	6,959.66	-	-
347	Conway	Nicholas S										8,443.42	2,008.32	10,451.74	10,451.74	10,451.74	10,451.74	6,959.66	-	-
348	Cook	Michael G										7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	5,790.51	-	-
349	Cook	Randall										6,673.56	1,472.00	8,145.56	8,145.56	8,145.56	8,145.56	5,424.01	-	-
350	Cook	Shane M										8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	7,327.99	-	-
351	Cook	Shawn C										7,307.16	1,664.00	8,971.16	8,971.16	8,971.16	8,971.16	5,973.76	-	-
352	Cook(D18)	Shawn B										11,115.96	2,038.36	13,154.32	13,154.32	13,154.32	13,154.32	8,759.27	-	-
353	Cooley	Amastaria L										7,849.94	1,828.48	9,678.42	9,678.42	9,678.42	9,678.42	6,444.72	-	-
354	Cooley	Joel J										8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	7,327.99	-	-
355	Cooper	Allen										7,307.16	1,664.00	8,971.16	8,971.16	8,971.16	8,971.16	5,973.76	-	-
356	Cooper	Paul M										8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	7,327.99	-	-
357	Cooper	Tony E										7,835.16	1,824.00	9,659.16	9,659.16	9,659.16	9,659.16	6,431.89	-	-
358	Cooper	Brandon										7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	6,157.01	-	-
359	Coots	Brian										7,307.16	1,664.00	8,971.16	8,971.16	8,971.16	8,971.16	5,973.76	-	-
360	Coots	Carl J										6,567.96	1,440.00	8,007.96	8,007.96	8,007.96	8,007.96	5,332.38	-	-

		Last Name	First Name	Address	City	State	Zip Code	Wage Type	Wage	48 Hourly Days 60 Salary Days	Per Capita Benefits	Sixty Days' Pay & Benefits	Allowed Bankruptcy WAGE Claim	Allowed Bankruptcy WAGE Claim	Allowed Bankruptcy WAGE & Claims	Priorty Allowed Bankruptcy WAGE & Claims	Gen Unsecured Allowed Bankruptcy WAGE & Claims	Priorty Allowed Bankruptcy WAGE & Class Counsel's Fees & Expenses	Gen Unsecured Allowed Bankruptcy WAGE & Claims Net of Class Counsel's Fees
361	Coots	Glenn A											6,884.76	1,536.00	8,971.16	8,971.16	1,536.00	5,607.26	-
362	Coots	Jerome L											7,307.16	1,664.00	8,971.16	8,971.16	-	5,973.76	-
363	Coots	Joshua J											6,567.96	1,440.00	8,007.96	8,007.96	-	5,332.38	-
364	Coots	Randall											6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
365	Coots	Rickie D											11,115.96	2,038.36	13,154.32	13,154.32	-	8,759.27	-
366	Cope	Darrell W											6,567.96	1,440.00	8,007.96	8,007.96	-	5,332.38	-
367	Cope	Robert R											7,307.16	1,664.00	8,971.16	8,971.16	-	5,973.76	-
368	Copeland	Cleche' S											7,273.37	1,653.76	8,927.13	8,927.13	-	5,944.44	-
369	Cordill	David Lee											7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
370	Cordill	James											6,673.56	1,472.00	8,145.56	8,145.56	-	5,424.01	-
371	Cordingly	Ty L											8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
372	Cornett	Cameron M											6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
373	Cornett	Christopher A											6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
374	Cornett	Jeremy G											7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
375	Cornett	Lonnie W											5,617.56	1,152.00	6,769.56	6,769.56	-	4,507.75	-
376	Cornett	Michael W											7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
377	Cornett	Terry D											7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
378	Cornett Jr	Lloyd											7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
379	Cornette	Collin											7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
380	Cornwell Jr	Albert B											7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
381	Cossette	Joshua A											8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
382	Costello	Nelvin S											7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
383	Couch	Jerry M											6,039.96	1,280.00	7,319.96	7,319.96	-	4,874.25	-
384	Couch	Jimmy											6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
385	Couch	Paul D											6,990.36	1,568.00	8,558.36	8,558.36	-	5,698.89	-
386	Couch	Steven											6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
387	Courtiss	Stephen G											11,815.96	2,191.78	14,007.74	13,650.00	357.74	9,089.33	238.49
388	Counts	Justin D											6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
389	Cox	Eric T											7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
390	Cox	Garry K											7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
391	Cox	Scotty M											6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
392	Cress	John C											7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
393	Crosby	Freeman E											7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
394	Cullum	Brandon M											6,567.96	1,440.00	8,007.96	8,007.96	-	5,332.38	-
395	Dagnan	Michael Chris											6,567.96	1,440.00	8,007.96	8,007.96	-	5,332.38	-
396	Daly	Patrick W											8,149.85	1,919.36	10,069.21	10,069.21	-	7,049.94	-
397	Damron	Chad R											13,815.96	2,630.14	16,446.10	13,650.00	2,796.10	9,089.33	1,864.00
398	Damron	Richard D											13,827.86	2,632.75	16,460.61	13,650.00	2,810.61	9,089.33	1,873.76
399	Damron	William B											8,815.96	1,534.25	10,350.21	10,350.21	-	6,892.05	-
400	Damron Jr	Eddie R											10,315.96	1,863.01	12,178.97	12,178.97	-	8,109.80	-
401	Daniel	Steven J											6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
402	Daniels	Andy J											7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
403	Daniels	Chris											7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
404	Daniels	Larry R											6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
405	Daniels	Randy L											7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
406	Daniels	Shawn F											11,115.96	2,038.36	13,154.32	13,154.32	-	8,759.27	-
407	Daniels	Timothy B											7,307.16	1,664.00	8,971.16	8,971.16	-	5,973.76	-
408	Daniels	William H											11,115.96	2,038.36	13,154.32	13,154.32	-	8,759.27	-
409	Darrow	Kimberly K											8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
410	Dougherty	Kelly D											6,462.36	1,408.00	7,870.36	7,870.36	-	5,240.76	-
411	Davidson	Ryan M											7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
412	Davis	Charles A											6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
413	Davis	Damon O											12,315.96	2,301.37	14,617.33	13,650.00	967.33	9,089.33	644.89
414	Davis	Dustin S											7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
415	Davis	James A											6,462.36	1,408.00	7,870.36	7,870.36	-	5,240.76	-
416	Davis	James R											7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
417	Davis	Jason M											7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
418	Davis	Jerry W											6,567.96	1,440.00	8,007.96	8,007.96	-	5,332.38	-
419	Davis	John C											6,990.36	1,568.00	8,558.36	8,558.36	-	5,698.89	-
420	Davis	Joseph B											7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
421	Davis	Robert L											8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
422	Davis	Vincent E											8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
423	Day	Allen Ray											5,617.56	1,152.00	6,769.56	6,769.56	-	4,507.75	-
424	Day	Dillon M											6,462.36	1,408.00	7,870.36	7,870.36	-	5,240.76	-
425	Dean	Danny											6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
426	Dean	Pleas Jeff											6,567.96	1,440.00	8,007.96	8,007.96	-	5,332.38	-
427	Dean Jr	Tony J											7,307.16	1,664.00	8,971.16	8,971.16	-	5,973.76	-
428	DeCent	Rod O											8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
429	Decker	William D											8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
430	Decker	Jason R											7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
431	Deel	Michael A											6,990.36	1,568.00	8,558.36	8,558.36	-	5,698.89	-
432	Deel	Travis Lee											6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-

		Last Name	First Name	Address	City	State	Zip Code	Wage Type	Wage	48 Hourly Days 60 Salary Days	Per Capita Benefits	Sixty Days' Pay & Benefits	Allowed Bankruptcy WARN Claim	Allowed Bankruptcy Wage Claim	Allowed Bankruptcy WARN & Wage Claims	Priority Allowed Bankruptcy WARN & Wage Claims	Gen Unsecured Allowed Bankruptcy WARN & Wage Claims	Priority Allowed Bankruptcy WARN & Wage Claims Net of Class Counsel's Fees & Expenses	Gen Unsecured Allowed Bankruptcy WARN & Wage Claims Net of Class Counsel's Fees
433	Deel Jr	Kenny V											7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
434	Deel Jr	Undrey											7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
435	Dehner	Chad H											8,149.85	1,915.36	10,069.21	10,069.21	-	6,704.94	-
436	Dehner	James P											11,115.96	2,038.36	13,154.32	13,154.32	-	8,759.27	-
437	Dempsey	Anthony C											7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
438	Dewey	Fredrick A											8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
439	Dietsche	John P											8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
440	Dillie	Jason E											8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
441	Dillinger	Danielle M											11,917.96	2,214.14	14,132.10	13,650.00	482.10	9,089.33	321.40
442	Dingus	Marvin C											6,567.96	1,440.00	8,007.96	8,007.96	-	5,332.38	-
443	Dixon	Avil											7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
444	Dixon	Derrick S											7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
445	Dixon	Jimmy K											8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
446	Dixon	Silas C											6,462.36	1,408.00	7,870.36	7,870.36	-	5,240.76	-
447	Dixon	Zack											7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
448	Doan	John A											6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
449	Dobyns	Jason S											6,039.96	1,280.00	7,319.96	7,319.96	-	4,874.25	-
450	Doddrill	Scott D											8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
451	Dollarhyde	Brandon R											8,867.93	2,136.96	11,004.89	11,004.89	-	6,157.01	-
452	Donner	Jeffrey H											8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
453	Dorn	Stanley L											8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
454	Dotson	Joshua Clyde											7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
455	Dotson	Robert James											6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
456	Dow	Kerry F											7,815.96	1,315.07	9,131.03	9,131.03	-	6,080.22	-
457	Doyle	David B											7,273.37	1,653.76	8,927.13	8,927.13	-	5,944.44	-
458	Dudley	Jarik M											8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
459	Duff	Kenneth C											7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
460	Dunbar	Joshua D											8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
461	Duncan	Jacob V											7,849.94	1,828.48	9,678.42	9,678.42	-	6,444.72	-
462	Duncan	Scott E											7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
463	Duncan Jr	Gary D											6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
464	Dunn	Anthony D											7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
465	Duty	Kevin											7,940.76	1,856.00	9,796.76	9,796.76	-	6,523.52	-
466	Dye	Joe W											6,462.36	1,408.00	7,870.36	7,870.36	-	5,240.76	-
467	Dye	Ricky Jordan S											6,567.96	1,440.00	8,007.96	8,007.96	-	5,332.38	-
468	Dye	Ronnie Kevin											6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
469	Ealy	Harmon D											7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
470	Eddy	Keela A											8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
471	Edens	Glenis E											6,990.36	1,568.00	8,558.36	8,558.36	-	5,698.89	-
472	Edens	Jared M											6,990.36	1,568.00	8,558.36	8,558.36	-	5,698.89	-
473	Edmondson	Nychal T											8,149.85	1,915.36	10,069.21	10,069.21	-	6,704.94	-
474	Edwards	Timothy Kas											6,462.36	1,408.00	7,870.36	7,870.36	-	5,240.76	-
475	Eich	Nathan C											8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
476	Eldridge	Benjamin M											7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
477	Eldridge	Bobby R											7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
478	Eldridge	Carl R											6,990.36	1,568.00	8,558.36	8,558.36	-	5,698.89	-
479	Eldridge	Chuck A											7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
480	Eldridge	Dustin R											7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
481	Eldridge	Jeremiah B											7,307.16	1,664.00	8,971.16	8,971.16	-	5,973.76	-
482	Eldridge	Jimmy L											6,567.96	1,440.00	8,007.96	8,007.96	-	5,332.38	-
483	Eldridge	Jonathan											7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
484	Eldridge	Kevin D											6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
485	Eldridge	Michael G											6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
486	Eldridge	Timothy W											6,462.36	1,408.00	7,870.36	7,870.36	-	5,240.76	-
487	Eldridge Jr	Gregory D											7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
488	Elliott	Earl G											8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
489	Elliott	George D											7,273.37	1,653.76	8,927.13	8,927.13	-	5,944.44	-
490	Elliott	Robert A											6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
491	Ellis	Brandon L											8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
492	Ellis	Travis D											11,115.96	2,038.36	13,154.32	13,154.32	-	8,759.27	-
493	Elswick	Brady Clark											6,567.96	1,440.00	8,007.96	8,007.96	-	5,332.38	-
494	Elswick	Evan G											6,884.76	1,536.00	8,420.76	8,420.76	-	6,959.66	-
495	Engelbrecht	David L											8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
496	Engelhaupt	Thomas L											8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
497	England	Burl											7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
498	Englebert	Chance L											7,849.94	1,828.48	9,678.42	9,678.42	-	6,444.72	-
499	Erickson	Kenneth W											8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
500	Eslew	Chad T											8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
501	Estep	Chuckie R											6,673.56	1,472.00	8,145.56	8,145.56	-	5,424.01	-
502	Estep	Denny R											6,462.36	1,408.00	7,870.36	7,870.36	-	5,240.76	-
503	Estep	Dustin											7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
504	Estep	Ethan J											7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-

	Last Name	First Name	Address	City	State	Zip Code	Wage	48 Hourly Days 60 Salary Days	Per Capita Benefits	Sixty Days' Pay & Benefits	Allowed Bankruptcy WAGE Claim	Allowed Bankruptcy WAGE & Wage Claims	Priority Allowed Bankruptcy WAGE & WAGE Claims	Gen Unsecured Allowed Bankruptcy WAGE & Wage Claims	Priority Allowed Bankruptcy WAGE & WAGE Claims Net of Class Counsel's Fees & Expenses	Gen Unsecured Allowed Bankruptcy WAGE & WAGE Claims Net of Class Counsel's Fees
505	Estep	Jonathan D					7,835.16				7,835.16	9,659.16	9,659.16	-	6,431.89	-
506	Estep	Jonathan P					10,015.96				1,797.26	11,813.22	11,813.22	-	7,866.25	-
507	Estep	Oliver J					7,518.36				1,728.00	9,246.36	9,246.36	-	6,157.01	-
508	Evans	Jeffrey W					12,115.96				2,257.53	14,373.49	13,650.00	723.49	9,089.33	482.33
509	Evans	Josh W					6,779.16				1,504.00	8,283.16	8,283.16	-	5,515.63	-
510	Evans	Kenneth D					12,915.96				2,432.88	15,348.84	13,650.00	1,698.84	9,089.33	1,132.56
511	Evans	Richard Dale					6,251.16				1,344.00	7,595.16	7,595.16	-	5,057.50	-
512	Ewald	Joshua D					7,307.16				1,664.00	8,971.16	8,971.16	-	5,973.76	-
513	Ewing	Ross A					12,115.96				2,257.53	14,373.49	13,650.00	723.49	9,089.33	482.33
514	Fannon	Billy D					7,835.16				1,824.00	9,659.16	9,659.16	-	6,431.89	-
515	Farler	Robbie D					7,095.96				1,600.00	8,695.96	8,695.96	-	5,790.51	-
516	Farley	Christopher R					7,273.37				1,653.76	8,927.13	8,927.13	-	5,944.44	-
517	Farley	James R					7,095.96				1,600.00	8,695.96	8,695.96	-	5,790.51	-
518	Farley	Michael W					8,867.93				2,136.96	11,004.89	11,004.89	-	7,327.99	-
519	Farmer	Dustin C					6,462.36				1,408.00	7,870.36	7,870.36	-	5,240.76	-
520	Farmer	Rocky D					11,115.96				2,038.36	13,154.32	13,154.32	-	8,759.27	-
521	Faustich	Michael R					7,095.96				1,600.00	8,695.96	8,695.96	-	5,790.51	-
522	Fee	David R					7,518.36				1,728.00	9,246.36	9,246.36	-	6,157.01	-
523	Fehlberg	Reed A					8,867.93				2,136.96	11,004.89	11,004.89	-	7,327.99	-
524	Feltner	Freeman C					7,412.76				1,696.00	9,108.76	9,108.76	-	6,065.39	-
525	Feltner	Timothy HW					7,307.16				1,664.00	8,971.16	8,971.16	-	5,973.76	-
526	Fenner	Clancy J					8,867.93				2,136.96	11,004.89	11,004.89	-	7,327.99	-
527	Ferguson	William					6,567.96				1,440.00	8,007.96	8,007.96	-	5,332.38	-
528	Fields	Bobby					8,815.96				1,534.25	10,350.21	10,350.21	-	6,892.05	-
529	Fields	John W					6,884.76				1,536.00	8,420.76	8,420.76	-	5,607.26	-
530	Fields	Joshua L					11,115.96				2,038.36	13,154.32	13,154.32	-	8,759.27	-
531	Fields	Randy B					6,884.76				1,536.00	8,420.76	8,420.76	-	5,607.26	-
532	Fillhart	Michael A					8,867.93				2,136.96	11,004.89	11,004.89	-	7,327.99	-
533	Finley	Timothy W					6,567.96				1,440.00	8,007.96	8,007.96	-	5,332.38	-
534	Fischer	Darwin G					8,149.85				1,919.36	10,069.21	10,069.21	-	6,704.94	-
535	Fisher	Timothy E					8,867.93				2,136.96	11,004.89	11,004.89	-	7,327.99	-
536	Fleenor	Roger L					7,518.36				1,728.00	9,246.36	9,246.36	-	6,157.01	-
537	Fleenor	Tommy L					7,307.16				1,664.00	8,971.16	8,971.16	-	5,973.76	-
538	Fleming	Brandon J					6,884.76				1,536.00	8,420.76	8,420.76	-	5,607.26	-
539	Fleming	Josh S					12,115.96				2,257.53	14,373.49	13,650.00	723.49	9,089.33	482.33
540	Fleming	Russell					12,115.96				2,257.53	14,373.49	13,650.00	723.49	9,089.33	482.33
541	Fletcher	Roger					6,567.96				1,440.00	8,007.96	8,007.96	-	5,332.38	-
542	Fletcher	Stevie A					6,884.76				1,536.00	8,420.76	8,420.76	-	5,607.26	-
543	Flores-Gonzalez	Eligio					8,443.42				2,008.32	10,451.74	10,451.74	-	6,959.66	-
544	Fogle	Gene W					8,443.42				2,008.32	10,451.74	10,451.74	-	6,959.66	-
545	Foster	James D					6,462.36				1,408.00	7,870.36	7,870.36	-	5,240.76	-
546	Foster	William J					9,815.96				1,753.42	11,569.38	11,569.38	-	7,703.88	-
547	Fouts	Bradley W					7,835.16				1,824.00	9,659.16	9,659.16	-	6,431.89	-
548	Fox	Joseph Lee					6,567.96				1,440.00	8,007.96	8,007.96	-	5,332.38	-
549	Francis	William D					7,518.36				1,728.00	9,246.36	9,246.36	-	6,157.01	-
550	Freeman	Danny W					10,504.16				1,904.26	12,408.42	12,408.42	-	8,262.58	-
551	Freeman	Phillip G					7,518.36				1,728.00	9,246.36	9,246.36	-	6,157.01	-
552	Freeman	Timothy S					6,567.96				1,440.00	8,007.96	8,007.96	-	5,332.38	-
553	French	Michael					7,095.96				1,600.00	8,695.96	8,695.96	-	5,790.51	-
554	Frey	Courtney B					7,273.37				1,653.76	8,927.13	8,927.13	-	5,944.44	-
555	Fritz	Deanna M					8,149.85				1,919.36	10,069.21	10,069.21	-	6,704.94	-
556	Frye	Jamie P					6,884.76				1,536.00	8,420.76	8,420.76	-	5,607.26	-
557	Frye	Jamison L					7,835.16				1,824.00	9,659.16	9,659.16	-	6,431.89	-
558	Fugate	Quinton Lee					10,315.96				1,863.01	12,178.97	12,178.97	-	8,109.80	-
559	Fugate	Robert B					6,145.56				1,312.00	7,457.56	7,457.56	-	4,965.88	-
560	Fuller	Jeffrey W					6,462.36				1,408.00	7,870.36	7,870.36	-	5,240.76	-
561	Fuller	Jeremiah D					7,095.96				1,600.00	8,695.96	8,695.96	-	5,790.51	-
562	Gales	Douglas E					8,443.42				2,008.32	10,451.74	10,451.74	-	6,959.66	-
563	Gamble	Joshua W					6,567.96				1,440.00	8,007.96	8,007.96	-	5,332.38	-
564	Gannon	Colton A					7,273.37				1,653.76	8,927.13	8,927.13	-	5,944.44	-
565	Gannon	Kevin A					8,867.93				2,136.96	11,004.89	11,004.89	-	7,327.99	-
566	Gannon	Travis R					8,149.85				1,919.36	10,069.21	10,069.21	-	6,704.94	-
567	Garda	Consuello T					8,867.93				2,136.96	11,004.89	11,004.89	-	7,327.99	-
568	Garda	Joseph A					8,867.93				2,136.96	11,004.89	11,004.89	-	7,327.99	-
569	Garda	Paul M					6,251.16				1,344.00	7,595.16	7,595.16	-	5,057.50	-
570	Garner	Michael R					8,867.93				2,136.96	11,004.89	11,004.89	-	7,327.99	-
571	Garrett	Joseph P					7,835.16				1,824.00	9,659.16	9,659.16	-	6,431.89	-
572	Garrett	Josh L					6,884.76				1,536.00	8,420.76	8,420.76	-	5,607.26	-
573	Garrett	Keth L					11,115.96				2,038.36	13,154.32	13,154.32	-	8,759.27	-
574	Garrett	Michael T					7,518.36				1,728.00	9,246.36	9,246.36	-	6,157.01	-
575	Garrette	Michael J					6,039.96				1,280.00	7,319.96	7,319.96	-	4,874.25	-
576	Garry	Michael P					8,867.93				2,136.96	11,004.89	11,004.89	-	7,327.99	-



		Last Name	First Name	Address	City	State	Zip Code	Wage Type	48 Hourly Days 60 Salary Days	Per Capita Benefits	Sixty Days' Pay & Benefits	Allowed Bankruptcy WAGE Claim	Allowed Bankruptcy WAGE Claim	Allowed Bankruptcy WAGE & Wage Claims	Priorty Allowed Bankruptcy WAGE & WAGE Claims	Gen Unsecured Allowed Bankruptcy WAGE & Wage Claims	Priorty Allowed Bankruptcy WAGE & WAGE Claims Net of Class Counsel's Fees & Expenses	Gen Unsecured Allowed Bankruptcy WAGE & Wage Claims Net of Class Counsel's Fees
649	Hampton	Tommy J										7,518.36	7,518.36	9,246.36	9,246.36	9,246.36	6,157.01	-
650	Haney	Trevor L										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
651	Hansen	Markys M										7,527.26	7,527.26	8,779.05	8,779.05	8,779.05	5,845.84	-
652	Hansen	Paul E										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
653	Hansen	Dewain P										7,849.94	7,849.94	9,678.42	9,678.42	9,678.42	6,444.72	-
654	Hanson	Eric K										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
655	Hantak	Charles F										8,443.42	8,443.42	10,451.74	10,451.74	10,451.74	6,959.66	-
656	Hardy	Lawrence T										7,095.96	7,095.96	8,695.96	8,695.96	8,695.96	5,790.51	-
657	Harris	Bobby K										4,983.96	4,983.96	5,943.96	5,943.96	5,943.96	3,958.00	-
658	Harris	Eldon R										7,849.94	7,849.94	9,678.42	9,678.42	9,678.42	6,444.72	-
659	Harris	James D										8,443.42	8,443.42	10,451.74	10,451.74	10,451.74	6,959.66	-
660	Harris	Jared D										7,849.94	7,849.94	9,678.42	9,678.42	9,678.42	6,444.72	-
661	Harris	Kevin W										14,315.96	14,315.96	17,055.69	17,055.69	17,055.69	9,089.33	-
662	Harris	Leroy										6,462.36	6,462.36	7,870.36	7,870.36	7,870.36	5,240.76	-
663	Harris	Michael B										6,884.76	6,884.76	8,420.76	8,420.76	8,420.76	5,607.26	-
664	Harris	Ricky A										6,673.56	6,673.56	8,145.56	8,145.56	8,145.56	5,424.01	-
665	Harris	Steven D										7,095.96	7,095.96	8,695.96	8,695.96	8,695.96	5,790.51	-
666	Harris Jr	Mack A										7,307.16	7,307.16	8,971.16	8,971.16	8,971.16	5,973.76	-
667	Harrison	Brandon C										5,617.56	5,617.56	6,769.56	6,769.56	6,769.56	4,507.75	-
668	Harrison	Charles R										11,115.96	11,115.96	13,154.32	13,154.32	13,154.32	8,759.27	-
669	Harrod	Richard L										12,551.66	12,551.66	14,904.69	14,904.69	14,904.69	9,089.33	-
670	Hartsoch	James C										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
671	Harvey	Dan L										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
672	Hatcher	Kennard A										6,356.76	6,356.76	7,732.76	7,732.76	7,732.76	5,149.13	-
673	Hatfield	Brandon Jason										7,307.16	7,307.16	8,971.16	8,971.16	8,971.16	5,973.76	-
674	Hatfield	Jimmy L										7,835.16	7,835.16	9,659.16	9,659.16	9,659.16	6,431.89	-
675	Hatfield	Joseph D										6,462.36	6,462.36	7,870.36	7,870.36	7,870.36	5,240.76	-
676	Hatton	Billy										6,884.76	6,884.76	8,420.76	8,420.76	8,420.76	5,607.26	-
677	Hatzenbuehler	Codi L										8,443.42	8,443.42	10,451.74	10,451.74	10,451.74	6,959.66	-
678	Hawley	Daria R										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
679	Haynes	Mendall B										5,406.36	5,406.36	6,494.36	6,494.36	6,494.36	4,324.50	-
680	Haynes	Tyler A										6,567.96	6,567.96	8,007.96	8,007.96	8,007.96	5,332.38	-
681	Haynes	William L										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
682	Heys	Lee A										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
683	Head	Robert										7,095.96	7,095.96	8,695.96	8,695.96	8,695.96	5,790.51	-
684	Helbert	Jeffrey										6,884.76	6,884.76	8,420.76	8,420.76	8,420.76	5,607.26	-
685	Helge	Orlin B										8,443.42	8,443.42	10,451.74	10,451.74	10,451.74	6,959.66	-
686	Helms	James C										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
687	Helton	Brandon J										7,835.16	7,835.16	9,659.16	9,659.16	9,659.16	6,431.89	-
688	Helton	Jacob D										6,884.76	6,884.76	8,420.76	8,420.76	8,420.76	5,607.26	-
689	Helton	Ronald L										7,518.36	7,518.36	9,246.36	9,246.36	9,246.36	6,157.01	-
690	Helton	Scottie										6,462.36	6,462.36	7,870.36	7,870.36	7,870.36	5,240.76	-
691	Helton	Walter H										12,115.96	12,115.96	14,373.49	14,373.49	14,373.49	9,089.33	-
692	Helton Jr	Garry L										6,145.56	6,145.56	7,457.56	7,457.56	7,457.56	4,965.88	-
693	Helwig	Daniel P										10,615.96	10,615.96	12,544.73	12,544.73	12,544.73	8,353.35	-
694	Hensley	Galen										6,462.36	6,462.36	7,870.36	7,870.36	7,870.36	5,240.76	-
695	Hensley	Camron G										7,835.16	7,835.16	9,659.16	9,659.16	9,659.16	6,431.89	-
696	Hensley	Charlie L										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
697	Hensley	Glen M										7,518.36	7,518.36	9,246.36	9,246.36	9,246.36	6,157.01	-
698	Hensley	Gregory A										6,884.76	6,884.76	8,420.76	8,420.76	8,420.76	5,607.26	-
699	Hensley	Robert J										8,443.42	8,443.42	10,451.74	10,451.74	10,451.74	6,959.66	-
700	Hensley II	Charles E										7,095.96	7,095.96	8,695.96	8,695.96	8,695.96	5,790.51	-
701	Hernandez	John A										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
702	Herther	Shane C										8,443.42	8,443.42	10,451.74	10,451.74	10,451.74	6,959.66	-
703	Hess	Jerry W										6,356.76	6,356.76	7,732.76	7,732.76	7,732.76	5,149.13	-
704	Hess	Mark E										6,567.96	6,567.96	8,007.96	8,007.96	8,007.96	5,332.38	-
705	Hess	Shamon Wayne										6,884.76	6,884.76	8,420.76	8,420.76	8,420.76	5,607.26	-
706	Heying	Kelly D										8,443.42	8,443.42	10,451.74	10,451.74	10,451.74	6,959.66	-
707	Hickey	Jerry										6,884.76	6,884.76	8,420.76	8,420.76	8,420.76	5,607.26	-
708	Hicks	Richard										7,307.16	7,307.16	8,971.16	8,971.16	8,971.16	5,973.76	-
709	Hieb	Carey L										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
710	Hildebrandt	Detlef J										10,615.96	10,615.96	12,544.73	12,544.73	12,544.73	8,353.35	-
711	Hilleman	Teddy A										7,835.16	7,835.16	9,659.16	9,659.16	9,659.16	6,431.89	-
712	Hill	Jeffery R										6,884.76	6,884.76	8,420.76	8,420.76	8,420.76	5,607.26	-
713	Hodge	Darrell E										6,673.56	6,673.56	8,145.56	8,145.56	8,145.56	5,424.01	-
714	Hodson	Gatherine K										8,443.42	8,443.42	10,451.74	10,451.74	10,451.74	6,959.66	-
715	Hoffman	Clint R										8,149.85	8,149.85	10,069.21	10,069.21	10,069.21	6,704.94	-
716	Hoffman	Jake E										10,215.96	10,215.96	12,057.06	12,057.06	12,057.06	8,028.62	-
717	Hofmeister	John S										8,867.93	8,867.93	11,004.89	11,004.89	11,004.89	7,327.99	-
718	Hogg	Zachary L										7,095.96	7,095.96	8,695.96	8,695.96	8,695.96	5,790.51	-
719	Holbrook	Clifton S										7,095.96	7,095.96	8,695.96	8,695.96	8,695.96	5,790.51	-
720	Holbrook	Josh										12,115.96	12,115.96	14,373.49	14,373.49	14,373.49	9,089.33	-
														13,650.00	13,650.00	13,650.00	482.33	-

		Last Name	First Name	Address	City	State	Zip Code	Wage Type	48 Hourly Days 60 Salary Days	Per Capita Benefits	Sixty Days' Pay & Benefits	Allowed Bankruptcy WAGE Claim	Allowed Bankruptcy WAGE Claim	Allowed Bankruptcy WAGE Claim	Priority Allowed Bankruptcy WAGE & Expenses	Gen Unsecured Allowed Bankruptcy WAGE & Claims	Priority Allowed Bankruptcy WAGE & Expenses	Gen Unsecured Allowed Bankruptcy WAGE & Claims Net of Class Counsel's Fees
721	Holway	Travis D										6,567.96	6,567.96	8,007.96	8,007.96	1,440.00	5,332.38	-
722	Holland	George M										6,884.76	6,884.76	8,420.76	8,420.76	1,536.00	5,607.26	-
723	Holland	Jimmy Lee										7,307.16	7,307.16	8,971.16	8,971.16	1,664.00	5,973.76	-
724	Holland	Mark J										7,307.16	7,307.16	8,971.16	8,971.16	1,664.00	5,973.76	-
725	Hollifield	Samuel D										6,145.56	6,145.56	7,457.56	7,457.56	1,312.00	4,965.88	-
726	Holman	Leslie										6,884.76	6,884.76	8,420.76	8,420.76	1,536.00	5,607.26	-
727	Holzer	Steven D										8,867.93	8,867.93	11,004.89	11,004.89	2,136.96	7,327.99	-
728	Homan	Patrick R										10,615.96	10,615.96	12,544.73	12,544.73	1,928.77	8,353.35	-
729	Honaker	Barry										7,095.96	7,095.96	8,695.96	8,695.96	1,600.00	5,790.51	-
730	Honaker	Bradley										7,307.16	7,307.16	8,971.16	8,971.16	1,664.00	5,973.76	-
731	Honaker	Christopher G										7,307.16	7,307.16	8,971.16	8,971.16	1,664.00	5,973.76	-
732	Honaker	Marcus J										8,867.93	8,867.93	11,004.89	11,004.89	2,136.96	7,327.99	-
733	Hooks	Tandie R										7,273.37	7,273.37	8,927.13	8,927.13	1,653.76	5,944.44	-
734	Hoover	Rodney N										7,307.16	7,307.16	8,971.16	8,971.16	1,664.00	5,973.76	-
735	Hopkins	Brad L										6,884.76	6,884.76	8,420.76	8,420.76	1,536.00	5,607.26	-
736	Hoppes	Eric C										8,867.93	8,867.93	11,004.89	11,004.89	2,136.96	7,327.99	-
737	Horn	Bobby Joe										5,617.56	5,617.56	6,769.56	6,769.56	1,152.00	4,507.75	-
738	Horn	Dave Thoma										6,462.36	6,462.36	7,870.36	7,870.36	1,408.00	5,240.76	-
739	Hoskins	Bigle A										6,884.76	6,884.76	8,420.76	8,420.76	1,536.00	5,607.26	-
740	Hoskins	James W										6,884.76	6,884.76	8,420.76	8,420.76	1,536.00	5,607.26	-
741	Hoskins	Kenneth R										10,635.96	10,635.96	12,569.11	12,569.11	1,933.15	8,369.58	-
742	Hoskins	Phillip S										7,835.16	7,835.16	9,659.16	9,659.16	1,824.00	6,431.89	-
743	Hoskins	Robert C										7,095.96	7,095.96	8,695.96	8,695.96	1,600.00	5,790.51	-
744	Hoskins	Tony R										7,835.16	7,835.16	9,659.16	9,659.16	1,824.00	6,431.89	-
745	Hoskins	William A										6,462.36	6,462.36	7,870.36	7,870.36	1,408.00	5,240.76	-
746	Houshell	Walter W										6,884.76	6,884.76	8,420.76	8,420.76	1,536.00	5,607.26	-
747	Hovdenes	Richard P										8,815.96	8,815.96	10,350.21	10,350.21	1,534.25	6,892.05	-
748	Howard	Brandon S										7,095.96	7,095.96	8,695.96	8,695.96	1,600.00	5,790.51	-
749	Howard	Dale L										8,867.93	8,867.93	11,004.89	11,004.89	2,136.96	7,327.99	-
750	Howard	Eugene H										9,990.96	9,990.96	11,782.74	11,782.74	1,791.78	7,845.95	-
751	Howard	Gavin B										6,462.36	6,462.36	7,870.36	7,870.36	1,408.00	5,240.76	-
752	Howard	Jason P										7,835.16	7,835.16	9,659.16	9,659.16	1,824.00	6,431.89	-
753	Howard	John L										11,115.96	11,115.96	13,154.32	13,154.32	2,038.36	8,759.27	-
754	Howard	Keegan L										7,849.94	7,849.94	9,678.42	9,678.42	1,828.48	6,444.72	-
755	Howard	Ryan M										6,145.56	6,145.56	7,457.56	7,457.56	1,312.00	4,965.88	-
756	Howard	Wilburn N										13,351.96	13,351.96	15,880.40	15,880.40	2,528.44	9,089.33	1,486.95
757	Howard Jr	Josh										10,982.96	10,982.96	12,992.17	12,992.17	2,009.21	8,651.29	-
758	Howell	Roy M										6,462.36	6,462.36	7,870.36	7,870.36	1,408.00	5,240.76	-
759	Hubbard	Bobby J										11,115.96	11,115.96	13,154.32	13,154.32	2,038.36	8,759.27	-
760	Hubbell	Charles A										8,359.16	8,359.16	9,793.29	9,793.29	1,434.13	6,521.21	-
761	Hubbs	Michael A										10,015.96	10,015.96	11,813.22	11,813.22	1,797.26	7,866.25	-
762	Hubbs	Michael C										6,990.36	6,990.36	8,558.36	8,558.36	1,568.00	5,698.89	-
763	Huckins	Anthony P										8,867.93	8,867.93	11,004.89	11,004.89	2,136.96	7,327.99	-
764	Hudson	Jeffrey Paul										7,095.96	7,095.96	8,695.96	8,695.96	1,600.00	5,790.51	-
765	Hudson	Johnathan										5,617.56	5,617.56	6,769.56	6,769.56	1,152.00	4,307.75	-
766	Hudson	Ryan J										8,443.42	8,443.42	10,451.74	10,451.74	2,008.32	6,959.66	-
767	Hughes	Aaron										7,095.96	7,095.96	8,695.96	8,695.96	1,600.00	5,790.51	-
768	Hughes	Mark D										6,884.76	6,884.76	8,420.76	8,420.76	1,536.00	5,607.26	-
769	Hullinger	Corey E										8,443.42	8,443.42	10,451.74	10,451.74	2,008.32	6,959.66	-
770	Humphrey	Donald L										8,149.85	8,149.85	10,069.21	10,069.21	1,919.36	6,704.94	-
771	Hunt	Tyrell P										7,273.37	7,273.37	8,927.13	8,927.13	1,653.76	5,944.44	-
772	Hunting	Jerel C										7,273.37	7,273.37	8,927.13	8,927.13	1,653.76	5,944.44	-
773	Huntley	Glen L										8,867.93	8,867.93	11,004.89	11,004.89	2,136.96	7,327.99	-
774	Hurd	Lin G										8,149.85	8,149.85	10,069.21	10,069.21	1,919.36	6,704.94	-
775	Huskey	Derek L										6,884.76	6,884.76	8,420.76	8,420.76	1,536.00	5,607.26	-
776	Huskey	Howard P										7,518.36	7,518.36	9,246.36	9,246.36	1,728.00	6,157.01	-
777	Huskinton	Lynne										8,867.93	8,867.93	11,004.89	11,004.89	2,136.96	7,327.99	-
778	Hyton	Avery										7,835.16	7,835.16	9,659.16	9,659.16	1,824.00	6,431.89	-
779	Irvin II	Claude Wesle										7,307.16	7,307.16	8,971.16	8,971.16	1,664.00	5,973.76	-
780	Isenberger	Robert E										8,867.93	8,867.93	11,004.89	11,004.89	2,136.96	7,327.99	-
781	Isom	Wesley S										7,835.16	7,835.16	9,659.16	9,659.16	1,824.00	6,431.89	-
782	Ison	Regina										8,315.96	8,315.96	9,740.62	9,740.62	1,424.66	6,486.14	-
783	Jackson	Chris										6,567.96	6,567.96	8,007.96	8,007.96	1,440.00	5,332.38	-
784	Jackson	David P										7,835.16	7,835.16	9,659.16	9,659.16	1,824.00	6,431.89	-
785	Jackson	Hubert M										7,095.96	7,095.96	8,695.96	8,695.96	1,600.00	5,790.51	-
786	Jarrell	Jonathan T										4,983.96	4,983.96	5,943.96	5,943.96	960.00	3,958.00	-
787	Javald	Fahad										12,321.96	12,321.96	14,624.64	14,624.64	2,302.68	9,089.33	649.76
788	Jenkins	James Mark										6,884.76	6,884.76	8,420.76	8,420.76	1,536.00	5,607.26	-
789	Jensen	Summer R										7,273.37	7,273.37	8,927.13	8,927.13	1,653.76	5,944.44	-
790	Jessie	Dakota Mason										6,462.36	6,462.36	7,870.36	7,870.36	1,408.00	5,240.76	-
791	Jessie	Paul S										6,567.96	6,567.96	8,007.96	8,007.96	1,440.00	5,332.38	-
792	Jewell	Rufus										11,315.96	11,315.96	13,398.15	13,398.15	2,082.19	8,921.63	-

		Last Name	First Name	Address	City	State	Zip Code	Wage Type	Wage	48 Hourly Days 60 Salary Days	Per Capita Benefits	Sixty Days' Pay & Benefits	Allowed Bankruptcy WAGE Claim	Allowed Bankruptcy WAGE Claim	Allowed Bankruptcy WAGE Claim	Priority Allowed Bankruptcy WAGE & WAGE Claims	Gen Unsecured Allowed Bankruptcy WAGE & Wage Claims	Priority Allowed Bankruptcy WAGE & WAGE Claims	Gen Unsecured Allowed Bankruptcy WAGE & WAGE Claims Net of Class Counsel's Fees
793	Jodoi	Kristine K							6,415.96	1,008.22	7,424.18	7,424.18	7,424.18	7,424.18	7,424.18	7,424.18	-	6,444.65	-
794	Johansen	Lauren R							7,849.94	1,828.48	9,678.42	9,678.42	9,678.42	9,678.42	9,678.42	9,678.42	-	6,444.72	-
795	Johnson	Christopher S							10,315.96	1,863.01	12,178.97	12,178.97	12,178.97	12,178.97	12,178.97	12,178.97	-	8,109.80	-
796	Johnson	Clifford O							8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	-	7,327.99	-
797	Johnson	Duane E							7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	-	6,157.01	-
798	Johnson	Eales A							6,462.36	1,408.00	7,870.36	7,870.36	7,870.36	7,870.36	7,870.36	7,870.36	-	5,240.76	-
799	Johnson	James MW							11,115.96	2,038.36	13,154.32	13,154.32	13,154.32	13,154.32	13,154.32	13,154.32	-	8,759.27	-
800	Johnson	Johnny F							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
801	Johnson	Kyle Wayne							6,462.36	1,408.00	7,870.36	7,870.36	7,870.36	7,870.36	7,870.36	7,870.36	-	5,240.76	-
802	Johnson	Michael							7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	-	6,157.01	-
803	Johnson	Patrick M							7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	-	6,157.01	-
804	Johnson	Steven E							7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	-	6,157.01	-
805	Johnson	Timothy W							7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	-	6,157.01	-
806	Johnson	Tyler H							7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	-	6,157.01	-
807	Johnson	Gary							7,307.16	1,664.00	8,971.16	8,971.16	8,971.16	8,971.16	8,971.16	8,971.16	-	5,973.76	-
808	Jones	Berry Delino							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
809	Jones	Brandon Monro							7,835.16	1,824.00	9,659.16	9,659.16	9,659.16	9,659.16	9,659.16	9,659.16	-	6,431.89	-
810	Jones	David L							6,251.16	1,344.00	7,595.16	7,595.16	7,595.16	7,595.16	7,595.16	7,595.16	-	5,057.50	-
811	Jones	Jacob A							8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	-	7,327.99	-
812	Jones	John T							6,990.36	1,568.00	8,558.36	8,558.36	8,558.36	8,558.36	8,558.36	8,558.36	-	5,698.89	-
813	Jones	Jonathan P							7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	-	5,790.51	-
814	Jones	Joseph							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
815	Jones	Kenny R							8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	-	7,327.99	-
816	Jones	Tracey J							6,615.96	1,052.05	7,668.01	7,668.01	7,668.01	7,668.01	7,668.01	7,668.01	-	5,106.01	-
817	Jones	William C							7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	-	5,790.51	-
818	Jones	William G							8,443.42	2,008.32	10,451.74	10,451.74	10,451.74	10,451.74	10,451.74	10,451.74	-	6,959.66	-
819	Jones	Israel J							6,356.76	1,376.00	7,732.76	7,732.76	7,732.76	7,732.76	7,732.76	7,732.76	-	5,149.13	-
820	Juarez	Dustin S							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
821	Justice	Mickey							5,617.56	1,152.00	6,769.56	6,769.56	6,769.56	6,769.56	6,769.56	6,769.56	-	4,507.75	-
822	Justice	Donovan N							6,673.56	1,472.00	8,145.56	8,145.56	8,145.56	8,145.56	8,145.56	8,145.56	-	5,424.01	-
823	Justus	Jimmy B							7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	-	5,790.51	-
824	Justus	Samuel							8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	-	7,327.99	-
825	Justus Jr	Gregory A							8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	-	7,327.99	-
826	Kanash	Michael J							6,462.36	1,408.00	7,870.36	7,870.36	7,870.36	7,870.36	7,870.36	7,870.36	-	5,240.76	-
827	Kasperek	Brian D							7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	-	5,790.51	-
828	Keen	Jessie M							7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	-	6,157.01	-
829	Keen	Nickolus							7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	-	5,790.51	-
830	Keen	Ricky B							7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	-	5,790.51	-
831	Keen	DAMIAN S							7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	-	5,790.51	-
832	KEENE	Curtis							7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	-	6,157.01	-
833	Kegley	Samuel D							8,443.42	2,008.32	10,451.74	10,451.74	10,451.74	10,451.74	10,451.74	10,451.74	-	6,959.66	-
834	Kegley	Brian J							6,567.96	1,440.00	8,007.96	8,007.96	8,007.96	8,007.96	8,007.96	8,007.96	-	5,332.38	-
835	Kelley	Darrell							7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	-	6,157.01	-
836	Kelly	Gary							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
837	Kelly	Joshua L							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
838	Kelly	Kenneth E							7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	-	5,790.51	-
839	Kelly	Lee Roy							7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	-	5,790.51	-
840	Kelly	Shawn E							7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	-	5,790.51	-
841	Kelly	Roger D							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
842	Kelly Jr	William B							8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	-	7,327.99	-
843	Kemerling	John R							6,462.36	1,408.00	7,870.36	7,870.36	7,870.36	7,870.36	7,870.36	7,870.36	-	5,240.76	-
844	Kennedy	Albert H							10,615.96	1,928.77	12,544.73	12,544.73	12,544.73	12,544.73	12,544.73	12,544.73	-	8,353.35	-
845	Kenyon	Tyrel S							8,149.85	1,919.36	10,069.21	10,069.21	10,069.21	10,069.21	10,069.21	10,069.21	-	6,704.94	-
846	Kenyon	Michael D							7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	-	6,157.01	-
847	Kilburn	Phillip							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
848	Kilburn	Melvin A							6,990.36	1,568.00	8,558.36	8,558.36	8,558.36	8,558.36	8,558.36	8,558.36	-	5,698.89	-
849	Kilgore	Jesse L							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
850	Kimbley	Christopher M							8,443.42	2,008.32	10,451.74	10,451.74	10,451.74	10,451.74	10,451.74	10,451.74	-	6,959.66	-
851	Kincaid	Steven J							7,835.16	1,824.00	9,659.16	9,659.16	9,659.16	9,659.16	9,659.16	9,659.16	-	6,431.89	-
852	Kincaid	Ernest L							8,443.42	2,008.32	10,451.74	10,451.74	10,451.74	10,451.74	10,451.74	10,451.74	-	6,959.66	-
853	King	Shawn E							8,443.42	2,008.32	10,451.74	10,451.74	10,451.74	10,451.74	10,451.74	10,451.74	-	6,959.66	-
854	King	Josh J							7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	-	6,157.01	-
855	Kingsbury	William I							8,815.96	1,534.25	10,350.21	10,350.21	10,350.21	10,350.21	10,350.21	10,350.21	-	6,892.05	-
856	Kiser	Robert G							6,567.96	1,440.00	8,007.96	8,007.96	8,007.96	8,007.96	8,007.96	8,007.96	-	5,332.38	-
857	Kiser	Dana							6,673.56	1,472.00	8,145.56	8,145.56	8,145.56	8,145.56	8,145.56	8,145.56	-	5,424.01	-
858	Kiser (P12)	Paul A							8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	-	7,327.99	-
859	Kiser	Thomas L							8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	-	7,327.99	-
860	Kizer	Nichole L																	



[illegible]

Address	City	State	Zip Code	Wage Type	Wage	44 Hourly Days 60 Salary Days	Per Capita Benefits	Sixty Days' Pay & Benefits
---------	------	-------	----------	-----------	------	----------------------------------	---------------------	-------------------------------

[illegible]

Last Name	First Name	Address	City	State	Zip Code	Wage Type	48 Hourly Days 60 Salary Days	Per Capita Benefits	Sixty Days' Pay & Benefits	Allowed Bankruptcy WARN Claim	Allowed Bankruptcy Wage Claim	Allowed Bankruptcy WARN & Wage Claims	Priority Allowed Bankruptcy WARN & Wage Claims	Gen Unsecured Allowed Bankruptcy WARN & Wage Claims	Priority Allowed Bankruptcy WARN & Wage Claims Net of Class Counsel's Fees & Expenses	Gen Unsecured Allowed Bankruptcy WARN & Wage Claims Net of Class Counsel's Fees
1081	Orchard	Christopher W								8,149.85	1,919.36	10,069.21	10,069.21	-	6,704.94	-
1082	Osborne	Chde P								6,673.56	1,472.00	8,145.56	8,145.56	-	5,424.01	-
1083	Osborne	Terry W								6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
1084	Osborne	Tony R								6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
1085	Osborne	William B								6,990.36	1,568.00	8,558.36	8,558.36	-	5,698.89	-
1086	Osbourne	Jamie L								7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
1087	Ottema	Miranda K								7,849.94	1,828.48	9,678.42	9,678.42	-	6,444.72	-
1088	Otten	Robert W								7,273.37	1,653.76	8,927.13	8,927.13	-	5,944.44	-
1089	Owens	Bobby R								7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
1090	Owens	Randall S								8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
1091	Owens	Stephen T								6,673.56	1,472.00	8,145.56	8,145.56	-	5,424.01	-
1092	Pacholewski	Michael D								7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
1093	Pack	John E								10,815.96	1,972.60	12,788.56	12,788.56	-	8,515.71	-
1094	Pack	Michael J								6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
1095	Paragon Jr	Roy								7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
1096	Parker	Derek W								7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
1097	Parker	John W								10,815.96	1,972.60	12,788.56	12,788.56	-	8,515.71	-
1098	Parks	Michael B								11,115.96	2,038.36	13,154.32	13,154.32	-	8,759.27	-
1099	Parrish	Daniel K								8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
1100	Parsons	Cale J								11,851.94	2,199.67	14,051.61	13,650.00	401.61	9,089.33	267.74
1101	Parsons	Grant L								8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
1102	Paschall	Karl L								8,149.85	1,919.36	10,069.21	10,069.21	-	6,704.94	-
1103	Patterson	Annette S								7,273.37	1,653.76	8,927.13	8,927.13	-	5,944.44	-
1104	Patterson	Chase W								8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
1105	Paulson	Shari J								7,273.37	1,653.76	8,927.13	8,927.13	-	5,944.44	-
1106	Payne	Lee M								7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
1107	Peace	Christopher A								12,015.96	2,235.62	14,251.58	13,650.00	601.58	9,089.33	401.05
1108	Peak	Jonathan H								7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
1109	Peak	Thomas C								7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
1110	Pederson	Kenneth R								7,273.37	1,653.76	8,927.13	8,927.13	-	5,944.44	-
1111	Pendergrass	Kevin								6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
1112	Penix	Roger M								7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
1113	Pennington	Andrew K								11,115.96	2,038.36	13,154.32	13,154.32	-	8,759.27	-
1114	Pennington	Darrell								7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
1115	Pennington	Elmer Lee								6,673.56	1,472.00	8,145.56	8,145.56	-	5,424.01	-
1116	Pennington	Tim								7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
1117	Perez	Homero								11,066.96	2,027.62	13,094.58	13,154.32	-	8,719.49	-
1118	Perkins	Devan A								11,115.96	2,038.36	13,154.32	13,154.32	-	8,759.27	-
1119	Perkins	James N								7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
1120	Pernella	Brian M								6,145.56	1,312.00	7,457.56	7,457.56	-	4,965.88	-
1121	Peters	Marshall S								8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
1122	Petersen	Miles S								8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
1123	Peterson	Michael B								12,115.96	2,257.53	14,373.49	13,650.00	773.49	9,089.33	482.33
1124	Peterson-Worden	Melissa A								7,015.96	1,139.73	8,155.69	8,155.69	-	5,430.75	-
1125	Pfanning	Henry S								8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
1126	Phillips	Carlos David								6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
1127	Philpot	Gregory D								6,990.36	1,568.00	8,558.36	8,558.36	-	5,698.89	-
1128	Phipps	Avil J								6,990.36	1,568.00	8,558.36	8,558.36	-	5,698.89	-
1129	Phipps	Franklin D								7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
1130	Pierce	Holly J								9,837.96	1,758.25	11,596.21	11,596.21	-	7,721.75	-
1131	Pierson	Brandon								6,567.96	1,440.00	8,007.96	8,007.96	-	5,332.38	-
1132	Piernon	Josh N								7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
1133	Pike	Joshua L								7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
1134	Pilcher	Casey R								8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
1135	Pilcher	Christopher C								8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
1136	Pimm	Aaron A								8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
1137	Plough	Jacob K								8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
1138	Polly	James P								6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
1139	Polly	Michael B								11,115.96	2,038.36	13,154.32	13,154.32	-	8,759.27	-
1140	Poppleton	Dennis T								8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
1141	Porter	Christina K								7,849.94	1,828.48	9,678.42	9,678.42	-	6,444.72	-
1142	Porter	Galen L								7,273.37	1,653.76	8,927.13	8,927.13	-	5,944.44	-
1143	Posey Jr	Ronald								7,307.16	1,664.00	8,971.16	8,971.16	-	5,973.76	-
1144	Porter	George								6,462.36	1,408.00	7,870.36	7,870.36	-	5,240.76	-
1145	Porter	Jeffery L								7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
1146	Porter	Shawn A								8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
1147	Powers	Adam S								6,567.96	1,440.00	8,007.96	8,007.96	-	5,332.38	-
1148	Powers	Jason M								10,146.86	1,825.95	11,972.81	11,972.81	-	7,972.52	-
1149	Powers	Jerry								6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
1150	Prater	Kenneth								6,567.96	1,440.00	8,007.96	8,007.96	-	5,332.38	-
1151	Pratt	Gregory K								7,412.76	1,696.00	9,108.76	9,108.76	-	6,065.39	-
1152	Pratt	Vernon T								7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-

[illegible]

		Last Name	First Name	Address	City	State	Zip Code	Wage Type	Wage	48 Hourly Days 60 Salary Days	Per Capita Benefits	Sixty Days' Pay & Benefits	Allowed Bankruptcy WARN Claim	Allowed Bankruptcy Wage Claim	Allowed Bankruptcy WARN & Wage Claims	Priority Allowed Bankruptcy WARN & Wage Claims	Gen Unsecured Allowed Bankruptcy WARN & Wage Claims	Priority Allowed Bankruptcy WARN & Wage Claims Net of Class Counsel's Fees & Expenses	Gen Unsecured Allowed Bankruptcy WARN & Wage Claims Net of Class Counsel's Fees
1225	Roush	Gretchen L							8,443.42	2,008.32	10,451.74	10,451.74	10,451.74	10,451.74	10,451.74	10,451.74	-	6,959.66	-
1226	Roush	Jeffrey A							8,149.85	1,919.36	10,069.21	10,069.21	10,069.21	10,069.21	10,069.21	10,069.21	-	6,704.94	-
1227	Rowan	Donald Ray							11,115.96	2,038.36	13,154.32	13,154.32	13,154.32	13,154.32	13,154.32	13,154.32	-	8,759.27	-
1228	Rowe	Chris M							7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	-	5,790.51	-
1229	Rowe	George A							6,567.96	1,440.00	8,007.96	8,007.96	8,007.96	8,007.96	8,007.96	8,007.96	-	5,332.38	-
1230	Rowley	Bud W							7,849.94	1,828.48	9,678.42	9,678.42	9,678.42	9,678.42	9,678.42	9,678.42	-	6,444.72	-
1231	Runion	Timothy D							10,315.96	1,863.01	12,178.97	12,178.97	12,178.97	12,178.97	12,178.97	12,178.97	-	8,109.80	-
1232	Rutherford	Rickey							7,835.16	1,824.00	9,659.16	9,659.16	9,659.16	9,659.16	9,659.16	9,659.16	-	6,431.89	-
1233	Saavedra	Nicholas A							7,273.37	1,653.76	8,927.13	8,927.13	8,927.13	8,927.13	8,927.13	8,927.13	-	5,944.44	-
1234	Sachse	Peter W							8,443.42	2,008.32	10,451.74	10,451.74	10,451.74	10,451.74	10,451.74	10,451.74	-	6,959.66	-
1235	Safford	Aaron R							7,849.94	1,828.48	9,678.42	9,678.42	9,678.42	9,678.42	9,678.42	9,678.42	-	6,444.72	-
1236	Salley	Jacob							7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	-	5,790.51	-
1237	Salmon	Tom G							8,149.85	1,919.36	10,069.21	10,069.21	10,069.21	10,069.21	10,069.21	10,069.21	-	6,704.94	-
1238	Salyer	Charles B							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
1239	Sanburn	Erin K							8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	-	7,327.99	-
1240	Sanders	Joey K							6,145.56	1,312.00	7,457.56	7,457.56	7,457.56	7,457.56	7,457.56	7,457.56	-	4,865.88	-
1241	Sanfilippo	Shana M							8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	-	7,327.99	-
1242	Sargent	James M							7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	-	5,790.51	-
1243	Sather	LeRoy N							8,149.85	1,919.36	10,069.21	10,069.21	10,069.21	10,069.21	10,069.21	10,069.21	-	6,704.94	-
1244	Sayers	William E							6,567.96	1,440.00	8,007.96	8,007.96	8,007.96	8,007.96	8,007.96	8,007.96	-	5,332.38	-
1245	Saylor	Brandon M							7,307.16	1,664.00	8,971.16	8,971.16	8,971.16	8,971.16	8,971.16	8,971.16	-	5,973.76	-
1246	Saylor	Derrick							10,015.96	1,797.26	11,813.22	11,813.22	11,813.22	11,813.22	11,813.22	11,813.22	-	7,866.25	-
1247	Saylor	Jimmy D							7,307.16	1,664.00	8,971.16	8,971.16	8,971.16	8,971.16	8,971.16	8,971.16	-	5,973.76	-
1248	Saylor	Joshua K							7,835.16	1,824.00	9,659.16	9,659.16	9,659.16	9,659.16	9,659.16	9,659.16	-	6,431.89	-
1249	Saylor	Rufus A							7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	-	5,790.51	-
1250	Saylor	Tony J							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
1251	Saylor	Travis L							7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	-	6,157.01	-
1252	Saylor	Wade A							7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	-	6,157.01	-
1253	Scannell	Christopher							7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	-	5,790.51	-
1254	Schanck	Henry R							8,149.85	1,919.36	10,069.21	10,069.21	10,069.21	10,069.21	10,069.21	10,069.21	-	6,704.94	-
1255	Schatz	Dakotah C							8,443.42	2,008.32	10,451.74	10,451.74	10,451.74	10,451.74	10,451.74	10,451.74	-	6,959.66	-
1256	Schirmer	Michael S							8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	-	7,327.99	-
1257	Schmidt	Canv E							8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	-	7,327.99	-
1258	Schmitt	Shelia M							7,273.37	1,653.76	8,927.13	8,927.13	8,927.13	8,927.13	8,927.13	8,927.13	-	5,944.44	-
1259	Schnaible	Timothy L							8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	-	7,327.99	-
1260	Schneider	Dwayne E							7,849.94	1,828.48	9,678.42	9,678.42	9,678.42	9,678.42	9,678.42	9,678.42	-	6,444.72	-
1261	Schommer	Zachary H							8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	-	7,327.99	-
1262	Schutt	Jefferson L							7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	-	6,157.01	-
1263	Seals	Dennis							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
1264	Seals Jr(LM)	Gregory J							12,215.96	2,279.45	14,495.41	14,495.41	14,495.41	14,495.41	14,495.41	14,495.41	-	563.61	-
1265	Seals(SALARY D29)	Gregory J							8,867.93	2,136.96	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	11,004.89	-	7,327.99	-
1266	Semler	James D							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
1267	Senters	Tracy Q							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
1268	Septka	Casey C							7,273.37	1,653.76	8,927.13	8,927.13	8,927.13	8,927.13	8,927.13	8,927.13	-	5,944.44	-
1269	Sexton	Bobby S							7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	-	6,157.01	-
1270	Sexton	Chris M							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
1271	Sharrett III	Owen A							7,835.16	1,824.00	9,659.16	9,659.16	9,659.16	9,659.16	9,659.16	9,659.16	-	6,431.89	-
1272	Shell	Zachary L							5,617.56	1,152.00	6,769.56	6,769.56	6,769.56	6,769.56	6,769.56	6,769.56	-	4,507.75	-
1273	Shelton	Jacob N							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
1274	Shepherd	Arnold							7,307.16	1,664.00	8,971.16	8,971.16	8,971.16	8,971.16	8,971.16	8,971.16	-	5,973.76	-
1275	Shepherd	Billy							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
1276	Shepherd	David M							7,835.16	1,824.00	9,659.16	9,659.16	9,659.16	9,659.16	9,659.16	9,659.16	-	6,431.89	-
1277	Shepherd	Ruben A							7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	-	5,790.51	-
1278	Shepherd (D18)	David A							11,115.96	2,038.36	13,154.32	13,154.32	13,154.32	13,154.32	13,154.32	13,154.32	-	8,759.27	-
1279	Shields	Edlie R							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
1280	Shields	Jeremiah J							8,149.85	1,919.36	10,069.21	10,069.21	10,069.21	10,069.21	10,069.21	10,069.21	-	6,704.94	-
1281	Shirks	Shawn R							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
1282	Short	Daniel B							11,115.96	2,038.36	13,154.32	13,154.32	13,154.32	13,154.32	13,154.32	13,154.32	-	8,759.27	-
1283	Short	Stacy L							6,315.96	986.30	7,302.26	7,302.26	7,302.26	7,302.26	7,302.26	7,302.26	-	4,862.47	-
1284	Shorridge	Jason S							11,815.96	2,191.78	14,007.74	14,007.74	14,007.74	14,007.74	14,007.74	14,007.74	-	9,089.33	-
1285	Shorridge	John P							6,567.96	1,440.00	8,007.96	8,007.96	8,007.96	8,007.96	8,007.96	8,007.96	-	5,332.38	-
1286	Shorridge	Joshua P							6,145.56	1,312.00	7,457.56	7,457.56	7,457.56	7,457.56	7,457.56	7,457.56	-	4,865.88	-
1287	Shorridge Jr	Perry F							7,518.36	1,728.00	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	9,246.36	-	6,157.01	-
1288	Shoun	Miles B							8,443.42	2,008.32	10,451.74	10,451.74	10,451.74	10,451.74	10,451.74	10,451.74	-	6,959.66	-
1289	Slier	Terry L							6,884.76	1,536.00	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	8,420.76	-	5,607.26	-
1290	Slier Jr	Terry Lee							7,095.96	1,600.00	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	8,695.96	-	5,790.51	-
1291	Simerly	Matthew D							6,884.76	1,									

Address	City	State	Zip Code	Wage Type	Wage	44 Hourly Days 60 Salary Days	Per Capita Benefits	Sixty Day Pay & Benefits

[illegible]



Address	City	State	Zip Code	Wage Type	Wage	44 Hourly Days 60 Salary Days	Per Capita Benefits	Sixty Days' Pay & Benefits

		Last Name	First Name	Address	City	State	Zip Code	Wage Type	48 Hourly Days 60 Salary Days	Per Capita Benefits	Sixty Days' Pay & Benefits	Allowed Bankruptcy WARN Claim	Allowed Bankruptcy Wage Claim	Allowed Bankruptcy WARN & Wage Claims	Priority Allowed Bankruptcy WARN & Wage Claims	Gen Unsecured Allowed Bankruptcy WARN & Wage Claims	Priority Allowed Bankruptcy WARN & Wage Claims Net of Class Counsel's Fees & Expenses	Gen Unsecured Allowed Bankruptcy WARN & Wage Claims Net of Class Counsel's Fees
1513	Wik	Jon E										8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
1514	Wilder	Brandon D										7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
1515	Willbanks	Ronald J										7,273.37	1,653.76	8,927.13	8,927.13	-	5,944.44	-
1516	Williams	Dwayne										8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
1517	Williams	Gary R										12,682.96	2,381.81	15,064.77	13,650.00	1,414.77	9,089.33	943.18
1518	Williams	Jacob T										8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
1519	Williams	James D										10,015.96	1,797.26	11,813.22	11,813.22	-	7,866.25	-
1520	Williams	James L										6,462.36	1,408.00	7,870.36	7,870.36	-	5,240.76	-
1521	Williams	Thomas A										6,462.36	1,408.00	7,870.36	7,870.36	-	5,240.76	-
1522	Williams(P7)	Gary C										6,567.96	1,440.00	8,007.96	8,007.96	-	5,332.38	-
1523	Williamson	Josiah A										6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
1524	Willig	Jeffery										6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
1525	Willis	Kelly Dean										7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
1526	Willrodt	Andreas										11,104.09	2,035.75	13,139.84	13,139.84	-	8,749.63	-
1527	Wilson	Jeffery W										7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
1528	Wilson	Richard C										7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
1529	Wilson	William J										7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
1530	Wilson	Zachary H										7,095.96	1,600.00	8,695.96	8,695.96	-	5,790.51	-
1531	Wimber	Ryan H										8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
1532	Winteer	Tara D										8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
1533	Wintermute	Brian E										7,849.94	1,828.48	9,678.42	9,678.42	-	6,444.72	-
1534	Wise	John E										8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
1535	Witt	Steven A										6,567.96	1,440.00	8,007.96	8,007.96	-	5,332.38	-
1536	Woods	Deonandre D										7,849.94	1,828.48	9,678.42	9,678.42	-	6,444.72	-
1537	Woodward	Luke C										7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
1538	Woodwine II	Eugene A										7,201.56	1,632.00	8,833.56	8,833.56	-	5,882.14	-
1539	Wootton	Benjamin R										11,115.96	2,038.36	13,154.32	13,154.32	-	8,759.27	-
1540	Wootton	James W										7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
1541	Worden	Chad D										8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
1542	Worley	Anthony D										7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
1543	Worley	Bobby Ray										6,884.76	1,536.00	8,420.76	8,420.76	-	5,607.26	-
1544	Wright	Donald N										12,715.96	2,389.04	15,105.00	13,650.00	1,455.00	9,089.33	970.00
1545	Wulf	Darin G										8,867.93	2,136.96	11,004.89	11,004.89	-	7,327.99	-
1546	Wyatt	Charles D										7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
1547	Wynn	Kyle W										7,518.36	1,728.00	9,246.36	9,246.36	-	6,157.01	-
1548	Wynn	Myerl R										6,462.36	1,408.00	7,870.36	7,870.36	-	5,240.76	-
1549	Wynn	Timothy J										5,617.56	1,152.00	6,769.56	6,769.56	-	4,507.75	-
1550	Yates	Casey S										8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
1551	Yates	David M										6,567.96	1,440.00	8,007.96	8,007.96	-	5,332.38	-
1552	Yates	Scotty B										11,165.96	2,049.32	13,215.28	13,215.28	-	8,759.86	-
1553	Yean	Kevin W										8,815.96	1,534.25	10,350.21	10,350.21	-	6,892.05	-
1554	Yonts	Jimmy										6,145.56	1,312.00	7,457.56	7,457.56	-	4,965.88	-
1555	Young	Gary W										6,567.96	1,440.00	8,007.96	8,007.96	-	5,332.38	-
1556	Young	Michelle L										8,149.85	1,919.36	10,069.21	10,069.21	-	6,704.94	-
1557	Zachery	Michael E										7,835.16	1,824.00	9,659.16	9,659.16	-	6,431.89	-
1558	Zahrowski	Chad A										8,149.85	1,919.36	10,069.21	10,069.21	-	6,704.94	-
1559	Zarecky	Daniel L										8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
1560	Ziegler	Travis D										8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
1561	Zufelt	Brian M										8,443.42	2,008.32	10,451.74	10,451.74	-	6,959.66	-
												12,298,601.77	2,711,494.11	15,010,095.88	14,927,398.72	82,697.16	9,939,934.48	55,131.44

Gross Cash Payment 125,000.00  
Class Representative Service Payments 30,000.00  
Class Counsel s Fees 31,666.67  
Class Counsel s Expenses 63,335.33  
Remaining Class Counsel Expenses 11,664.67

Priority Allowed Bankruptcy WARN & Wage Claims 14,927,398.72  
Class Counsel s Fees 4,975,799.57  
Class Counsel s Expenses 11,664.67  
Priority Allowed Bankruptcy WARN & Wage Claims Net of Class Counsel s Fees & Expenses 9,939,934.48

Gen Unsecured Allowed Bankruptcy WARN & Wage Claims 82,697.16  
Class Counsel s Fees 27,565.72  
Gen Unsecured Allowed Bankruptcy WARN & Wage Claims Net of Class Counsel s Fees 55,131.44

**Exhibit A**

**Form of Preliminary Settlement Order**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF WEST VIRGINIA

**In re:**

**BLACKJEWEL, L.L.C., *et al.***  
**Debtors**

-----  
**DAVID ENGELBRECHT, JOSIAH  
WILLIAMSON, GREGORY MEFFORD on behalf  
of themselves and all others similarly situated,**  
**Plaintiffs,**

**v.**

**BLACKJEWEL, L.L.C.,**  
**Defendants.**  
-----

**Chapter 11  
Case No. 19-bk-30289  
(Jointly Administered)**

**Adversary Proceeding  
No. 3:19-ap-03002**

**In re:**

**BLACKJEWEL, L.L.C., *et al.***  
**Debtors**

-----  
**SHAWN ABNER, JACOB HELTON, AND BILLY  
HATTON on behalf of themselves and all others  
similarly situated,**  
**Plaintiffs,**

**Chapter 11  
Case No. 19-bk-30289  
(Jointly Administered)**

**Adversary Proceeding  
No. 3:19-ap-03003**

v.

**BLACKJEWEL, L.L.C., REVELATION  
ENERGY, LLC, LEXINGTON COAL CO., LLC,  
JEFF HOOPS, SR., JEFFERS A. HOOPS, II,**

**Defendants.**

-----

**ORDER PURSUANT TO SECTION 105 OF THE BANKRUPTCY CODE AND  
BANKRUPTCY RULES 7023 AND 9019 (I) PRELIMINARILY APPROVING THE  
SETTLEMENT, (II) CERTIFYING A CLASS OF WARN ACT CLAIMANTS FOR  
SETTLEMENT PURPOSES ONLY, (III) APPOINTING CLASS COUNSEL AND CLASS  
REPRESENTATIVES, (IV) APPROVING THE FORM AND MANNER OF NOTICE TO  
CLASS MEMBERS OF THE CLASS CERTIFICATION AND SETTLEMENT,  
(V) SCHEDULING A FAIRNESS HEARING TO CONSIDER FINAL APPROVAL OF  
THE SETTLEMENT, AND (VI) GRANTING RELATED RELIEF**

Upon the Joint Motion of Plaintiffs David Engelbrecht, Josiah Williamson, Gregory Mefford, Shawn Abner, Jacob Helton, and Billy Hatton (the “Plaintiffs”), together with Blackjewel, L.L.C. and Revelation Energy, LLC (together, the “Debtors” or “Debtor-Defendants”) and Lexington Coal Co., LLC, Jeff Hoops, Sr., and Jeffery A. Hoops, II (the “Non-Debtor Defendants” and, collectively with the Debtor-Defendants, the “Defendants” and, together with the Plaintiffs, the “Parties”), by and through their respective counsel, pursuant to Section 105 of the Bankruptcy Code and Bankruptcy Rules 9019 and 7023 for the entry of an Order (1) approving the Settlement, Release and Allowance of Claim Agreement (the “Settlement Agreement”); (2) preliminarily approving the Settlement Agreement pursuant to Bankruptcy Rule 7023; (3) certifying the WARN Class for settlement purposes only, including the appointment of Lankenau & Miller, LLP, The Gardner Firm, P.C., Petsonk PLLC, Mountain State Justice, Inc. and Pillersdorf Law Office as Class Counsel and David Engelbrecht, Josiah Williamson, Gregory Mefford, Shawn Abner, Jacob Helton, and Billy Hatton, as Class Representatives; (4) approving the form and manner of notice of the Settlement to the members of the Class (the “Class Notice”);

(5) scheduling a fairness hearing to consider final approval of the Settlement Agreement (the “Fairness Hearing”); (6) finally approving the Settlement Agreement following the fairness hearing (the “Final Settlement Order”); and (7) granting related relief (the “Joint Motion”);<sup>1</sup> and the Court having considered the Joint Motion and any opposition thereto; and the Court having found that proper and sufficient notice of the Joint Motion has been given and that no further notice of the Joint Motion is required except as set forth herein; and that, based on the range of possible outcomes and the cost, delay, and uncertainty associated with further litigation, the Settlement Agreement is reasonable and preliminary approval of the Settlement Agreement is warranted and in the best interest of the Estates;

**IT IS HEREBY ORDERED THAT:**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334.
2. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).
3. The Settlement is preliminarily approved, subject to final approval at the Fairness Hearing.
4. The Class is certified pursuant to Rule 23 of the Federal Rules of Civil Procedure, as applicable through Rule 7023 of the Federal Rules of Bankruptcy Procedure, and is comprised of all persons who were employed by the Debtors at facilities located in the Eastern Division and the Western Division and who ceased working for the Debtors on or after July 1, 2019 solely, and who do not file a timely request to opt out of the Class. For the avoidance of doubt, the Class excludes the Debtors’ employees who were brought back to work by the Debtors between the dates of July 1, 2019 and November 4, 2019, a list of which is attached to the Settlement as Exhibit C.

---

<sup>1</sup> All terms not otherwise defined herein shall have the meaning ascribed to them in the Joint Motion or the Settlement Agreement, as applicable.

5. David Engelbrecht, Josiah Williamson, Gregory Mefford, Shawn Abner, Jacob Helton, and Billy Hatton are appointed as Class Representatives.

6. Lankenau & Miller, LLP, The Gardner Firm, P.C., Petsonk PLLC, Mountain State Justice, Inc. and Pillersdorf Law Office are appointed Class Counsel pursuant to Civil Rule 23(c)(1)(B).

7. The Class Notice, substantially in the form annexed to the Settlement as Exhibit D, meets the requirements of Fed. R. Civ. P. 23(c)(2)(B) and is hereby approved.

8. Notice to the Class Members identified in Amended Schedule 1 attached to the Settlement Agreement by first class mail; postage prepaid, at their last known address is reasonable and the best notice practicable under the circumstances and constitutes due and sufficient notice to all potential Class Members in full compliance with the notice requirements of Fed. R. Civ. P. 23 and such mailing shall be made by Class Counsel within five (5) business days following entry of this Order.

9. Notwithstanding anything herein or in any pleadings relating to the Settlement, nothing herein or therein shall be deemed to constitute a release by the Debtors or any of their affiliates, or their Estates, of any claims whatsoever which such parties may have against the Non-Debtor Defendants or any third parties. Nothing herein or therein shall be deemed to constitute a release by the Non-Debtor Defendants or any of their affiliates of any claims whatsoever which such parties may have against the Debtors or any third parties.

10. Any Class Members who wish to file an objection to the proposed Settlement or exercise their right to opt-out of the Class must do so in accordance with the deadlines and instructions set out in the Class Notice. Any such opt-outs or objections must be received by

the entities listed in the Class Notice no later than thirty (30) days following the date of mailing of the Class Notice.

11. The final Fairness Hearing regarding the Settlement Agreement is scheduled to be held on \_\_\_\_\_, 2021 at \_\_\_\_\_.m. prevailing Eastern Time. The final Fairness Hearing may be continued from time to time by the Court without further notice other than the announcement of the adjourned date(s) at the final Fairness Hearing or any continued hearing.

12. The Court shall retain jurisdiction over all matters arising pursuant to or related to the relief granted by this Order.

Presented By:

Joe M. Supple (W.Va. Bar No. 8013)  
SUPPLE LAW OFFICE, PLLC  
801 Viand Street  
Point Pleasant, WV 25550  
304-675-6249  
joe.supple@supplelawoffice.com

- and -

/s/ Stephen D. Lerner  
Stephen D. Lerner  
Nava Hazan  
Travis A. McRoberts  
SQUIRE PATTON BOGGS (US) LLP  
201 E. Fourth Street, Suite 1900  
Cincinnati, Ohio 45202  
Telephone: 513.361.1200  
Facsimile: 513.361.1201  
stephen.lerner@squirepb.com  
nava.hazan@squirepb.com  
travis.mcroberts@squirepb.com

*Co-Counsel for the Debtors and  
Debtors-in-Possession*



**Exhibit B**

**Form of Final Settlement Order**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF WEST VIRGINIA

**In re:**

**BLACKJEWEL, L.L.C., *et al.***  
**Debtors**

-----  
**DAVID ENGELBRECHT, JOSIAH  
WILLIAMSON, GREGORY MEFFORD on behalf  
of themselves and all others similarly situated,**

**Plaintiffs,**

**v.**

**BLACKJEWEL, L.L.C.,**

**Defendants.**  
-----

**Chapter 11  
Case No. 19-bk-30289  
(Jointly Administered)**

**Adversary Proceeding  
No. 3:19-ap-03002**

**In re:**

**BLACKJEWEL, L.L.C., *et al.***  
**Debtors**

-----  
**SHAWN ABNER, JACOB HELTON, AND BILLY  
HATTON on behalf of themselves and all others  
similarly situated,**

**Plaintiffs,**

**Chapter 11  
Case No. 19-bk-30289  
(Jointly Administered)**

**Adversary Proceeding  
No. 3:19-ap-03003**

v.

**BLACKJEWEL, L.L.C., REVELATION  
ENERGY, LLC, LEXINGTON COAL CO., LLC,  
JEFF HOOPS, SR., JEFFERS A. HOOPS, II,**

**Defendants.**

-----

**FINAL ORDER APPROVING SETTLEMENT UNDER FEDERAL RULE OF CIVIL  
PROCEDURES 23 AND FEDERAL BANKRUPTCY RULES 7023 AND 9019**

UPON the Order dated \_\_\_\_\_, 2021 [Dkt. No. \_\_] (the “Preliminary Settlement Order”) preliminarily approving the Joint Motion of Plaintiffs David Engelbrecht, Josiah Williamson, Gregory Mefford, Shawn Abner, Jacob Helton, and Billy Hatton (the “Plaintiffs”), together with Blackjewel, L.L.C. and Revelation Energy, LLC (the “Debtors” or “Debtor-Defendants”) and Lexington Coal Co., LLC, Jeff Hoops, Sr., and Jeffery A. Hoops, II (the “Non-Debtor Defendants”) and, collectively with the Debtor-Defendants, the “Defendants” and, together with the Plaintiffs, the “Parties”), by and through their respective counsel, pursuant to Section 105 of the Bankruptcy Code and Bankruptcy Rules 9019 and 7023 for the entry of an Order (1) approving the Settlement, Release and Allowance of Claim Agreement (the “Settlement Agreement”); (2) preliminarily approving the Settlement Agreement pursuant to Bankruptcy Rule 7023; (3) certifying the WARN Class for settlement purposes only, including the appointment of Lankenau & Miller, LLP, The Gardner Firm, P.C., Petsonk PLLC, Mountain State Justice, Inc. and Pillersdorf Law Office as Class Counsel and David Engelbrecht, Josiah Williamson, Gregory Mefford, Shawn Abner, Jacob Helton, and Billy Hatton as Class Representatives; (4) approving the form and manner of notice of the Settlement to the members of the Class (the “Class Notice”); (5) scheduling a fairness hearing to consider final approval of the Settlement Agreement (the “Fairness Hearing”); (6) finally approving the Settlement

Agreement following the fairness hearing (the “Final Settlement Order”); and (7) granting related relief (the “Joint Motion”);<sup>1</sup> the Court having reviewed the Joint Motion and any objections thereto, and being fully advised; the Court finding that: (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (c) notice of the Joint Motion and the hearing thereon was sufficient under the circumstances, and (d) the Court having reviewed the terms of the Settlement; and the Court having determined that the legal and factual bases set forth in the Joint Motion establish just cause for the relief granted herein; the Court having determined that the relief sought in the Joint Motion is in the best interest of the Estates; and after due deliberations and sufficient cause appearing therefore,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. The Joint Motion is GRANTED in its entirety.
2. All objections to the Joint Motion or the relief requested in the Joint Motion, if any, that have not been withdrawn, waived or settled, and all reservations of rights in such objections, if any, shall be and hereby are, OVERRULED in all respects on the merits and denied.
3. The Settlement Agreement, a true and correct copy of which is attached as Exhibit A, is approved in all respects as being fair, reasonable, adequate and falling within the range of reasonableness.
4. The Settlement shall become binding upon the Parties and the Class, as set forth in the Settlement.

---

<sup>1</sup> All terms not otherwise defined herein shall have the meaning ascribed to them in the Joint Motion or the Settlement Agreement, as applicable.

5. Notwithstanding anything herein or in any pleadings relating to the Settlement, nothing herein or therein shall be deemed to constitute a release by the Debtors or any of their affiliates, or their Estates, of any claims whatsoever which such parties may have against the Non-Debtor Defendants or any third parties. Nothing herein or therein shall be deemed to constitute a release by the Non-Debtor Defendants or any of their affiliates of any claims whatsoever which such parties may have against the Debtors or any third parties.

6. The entry of this Order is without prejudice to the relief granted in the Preliminary Settlement Order, and entry of this Order shall not serve to extend or stay the time of filing any appeal regarding any of the relief granted in the Preliminary Settlement Order.

7. The Parties are hereby authorized and empowered to take such steps and perform such acts as may be necessary to carry out the terms of this Order and the Settlement Agreement.

8. Upon the Effective Date and except for the rights expressly arising out of, provided for, or reserved in the Settlement, the Class Members (excluding Opt-Outs), fully and forever release and discharge the Released Parties of and from the Released Claims. Further, upon the Effective Date, as defined in the Settlement, all Released Claims shall be deemed waived and any Released Claims that have been scheduled on behalf of, or filed by, any Class Members in the Bankruptcy Case are disallowed in their entirety and shall be deemed expunged from the applicable schedule(s) or claims register(s) without the need for any further action. Notwithstanding the foregoing, any Class Members' claims (or any DOL claims on their behalf) for benefits pursuant to Section 502(a)(1)(B) of ERISA under either (1) the Blackjewel LLC 401(k) Plan (the "Blackjewel LLC 401(k) Plan") or (2) the Self-Insured Health Plan that was in place until August 31, 2019, shall be excluded from the scope of the Released Claims, as defined

in the Settlement, and shall not be deemed released, satisfied or expunged by operation of the Settlement Agreement. The Debtors retain the right to respond to such claims on an individual basis with respect to, for example, their amount, validity and priority status. Nothing in the Settlement Agreement shall be construed to limit any rights, if any, that the Non-Debtor Defendants may now have to defend and/or address any claims for benefits that may be asserted against them under either the Blackjewel LLC 401(k) Plan or under the Self-Insured Health Plan

9. This Court shall retain jurisdiction over all matters arising from or related to the interpretation and/or implementation of this Order.

10. This Order is effective immediately upon entry.

Presented By:

Joe M. Supple (W.Va. Bar No. 8013)  
SUPPLE LAW OFFICE, PLLC  
801 Viand Street  
Point Pleasant, WV 25550  
304-675-6249  
joe.supple@supplelawoffice.com

- and -

/s/ Stephen D. Lerner  
Stephen D. Lerner  
Nava Hazan  
Travis A. McRoberts  
SQUIRE PATTON BOGGS (US) LLP  
201 E. Fourth Street, Suite 1900  
Cincinnati, Ohio 45202  
Telephone: 513.361.1200  
Facsimile: 513.361.1201  
stephen.lerner@squirepb.com  
nava.hazan@squirepb.com  
travis.mcroberts@squirepb.com

*Co-Counsel for the Debtors and  
Debtors-in-Possession*

**EXHIBIT C**

Excluded Employees

	Employee	Address	City	State	Zip Code	Wage Type	Wage	Per Capita Benefits
1	Adkins, Angela M							
2	Amstadt, Robert S							
3	Anderson, Sheldon							
4	Avery, Jerry S							
5	Back, Tabitha N							
6	Baird, Justin E							
7	Baker, Andrew W							
8	Baker, Daniel P							
9	Berger, Walter M							
10	Berry', Clifford							
11	Blankenship SR {D18}, Mark A							
12	Bonsness, Chad A							
13	Branham, Johnny							
14	Brisko, Randy W							
15	Brosa, Jeff K							
16	Brown, David A							
17	Bullion, David D							
18	Burns, David M							
19	Callahan, Raymond M							
20	Case, Joseph C							
21	Caudill, Jason							
22	Caudill, Randall B							
23	Christopherson, Justin C							
24	Clark, Toby							
25	Cole SR {D18}, Wilburn J							
26	Collier, Will							
27	Collins, James Sam							
28	Covington, Dustin							
29	Creech, David W							
30	Creech, Paul D							
31	Culey, Bret C							
32	Cundy, Scott E							
33	Damron, Brad A							
34	Davies, Marvin M							
35	Dean, Jerry L							
36	Dempsey, Michael S							
37	DesLauriers, John L							
38	Dillinger, Phillip J							
39	Dotson, Jimmy A							
40	Dotson, Justin O							
41	Douglas, Dillon R							
42	Duvall, John L							
43	Ealy, Corey W							
44	Ehrhard, Shaun R							
45	Elder, Brandy M							
46	Farmer, Steven							
47	Fisk, Christopher J							
48	Fox, Kenneth D							
49	Freeman, Jennifer M							
50	Frye, Eric T							
51	Fuller, Marty A							
52	Gatlin, Kellen L							
53	Gatlin, Martin L							
54	Gilbert, Forrest D							
55	Gilbert, Michael P							
56	Goff, Cory J							
57	Goins, James K							
58	Gray, Jacob T							
59	Griffith, Gary L							
60	Gross, Roy L							
61	Guffey, Kelly S							
62	Gulley, Steven J							
63	Halfpop, Douglas E							
64	Haluzak, Roger M							
65	Hanson, Timothv A							



	Employee	Address	City	State	Zip Code	Wage Type	Wage	Per Capita Benefits
66	Harris, James E							
67	Harrison, Steven							
68	Harvey, Joseph W							
69	Hatfield, Robie L							
70	Hatzenbuhler, Phillip R							
71	Hayden, Jesse L							
72	Haynes, Lauren							
73	Herrmann, Carol A							
74	Hetrick II', Donald P							
75	Hibbs, Lonnie L							
76	Hoff, Jordan L							
77	Hogan, Jason M							
78	Hoskins, Vernon							
79	Housley, Jerry W							
80	Hunter, Caroline							
81	Hylton, Daniel R							
82	Inscore, David S							
83	Ison, David A							
84	Jennings, Michael C							
85	Jensen, James K							
86	Johnson, Joshua J							
87	Johnson, Michael A							
88	Joseph, Jeremie							
89	Kapinus, Joseph J							
90	Kellebrew, Karsen L							
91	Kercher, Scott A							
92	Kesler, Drew R							
93	Kinnan, Casey M							
94	Kiser, Timothy H							
95	Kline, Alan W							
96	Kohl, Benjamin J							
97	Kottraba, Timothy S							
98	Lambert, Larry L							
99	Landreth, Steven N							
100	Laub, Alec M							
101	Lawson, Lawrence							
102	Lee, Roggie O							
103	Lester, Jessee							
104	Lewis, Patrick A							
105	Lewis, Steven D							
106	Little, Jonathan R							
107	Lloyd, Tony D							
108	Long, Gary Dalto							
109	Long, Gary W							
110	Lusk, Chadwick J							
111	Lynch, John S							
112	Lynn, Colin J							
113	Macdonald, Charlie E							
114	Maggard, Scott A							
115	Mahaney, Jaima							
116	Marion, William S							
117	Martell, Thomas J							
118	Martin, James D							
119	Martin, Ralph							
120	Marty, Stephanie L							
121	Matda, Frank R							
122	Mayer, Victor J							
123	McBrayer, Amy L							
124	McClure, Grant L							
125	Melzer, Arlen J							
126	Middleton, Robbie C							
127	Miller, George C							
128	Miller, Gerald J							
129	Mitchell, Charles D							
130	Moore, Charles K							

	Employee	Address	City	State	Zip Code	Wage Type	Wage	Per Capita Benefits
131	Moore, Douglas M							
132	Moore, Jimmy D							
133	Morfeld, William A							
134	Morgan, Lonnie D							
135	Music, Kevin L							
136	Nelson, Andrew D							
137	Nelson, Dale D							
138	Newton, Roy J							
139	Nordin, Bruce A							
140	Norris, Wade J							
141	North, Marshall							
142	Okray, Tammy K							
143	Oliver, Jerry D							
144	Orr, David S							
145	Osborne, David W							
146	Overbay, Stephen T							
147	Palmer, Kyron A							
148	Patterson, David P							
149	Patton, Brian A							
150	Payne, Emilee							
151	Perez, Eric B							
152	Pilcher, Michael L							
153	Pilon, Jeoffrey J							
154	Prince, Jonathan W							
155	Ranum, Patrick K							
156	Reed, Jeremiah R							
157	Reynolds, Paul E							
158	Richardson, John A							
159	Richter, Ronald M							
160	Riggle, Susan L							
161	Robinson, Kimberly E							
162	Rohrich, Mark A							
163	Rokusek, Mark A							
164	Ross, Adam W							
165	Rothleutner, Eric M							
166	Runyon, David E							
167	Sansom, Herman L							
168	Schmidt, Dustin R							
169	Schmitt, Lyle J							
170	Scott, James C							
171	Scribner, Brian L							
172	Shepherd, Stasha S							
173	Sidener, Timothy W							
174	Sisson, Dwayne E							
175	Sisson, Vance D							
176	Slone, Christopher L							
177	Slusher, David							
178	Smith, Daniel L							
179	Smith, Samuel L							
180	Stenberg, Ryan C							
181	Stephens, Garret W							
182	Stiltner, Christopher T							
183	Swan, Jesse L							
184	Taylor, Kevin M							
185	Thornberry, Ian A							
186	Thrall, Mark A							
187	Trancynger, Steve D							
188	Travis, Craig E							
189	Troxell, Jeffery L							
190	Turner, David P							
191	Turner, Timothy S							
192	Underwood, Bernard A							
193	Vanbibber, Gary W							
194	Vandivort, Cody W							
195	VanHorn, James M							

	Employee	Address	City	State	Zip Code	Wage Type	Wage	Per Capita Benefits
196	Wade, Michael Prest							
197	Warfield, Craig J							
198	Warner, Raymond S							
199	Watts {G&A}[, Randall							
200	White, Mark P							
201	Whitehead, Carson							
202	Wiard, Christine A							
203	Woods, Buster J							
204	Yates, Jackie							
205	Zimmerman, Christopher C							
206	Zipperian, Eric S							

**Exhibit D**

**Class Notice**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF WEST VIRGINIA

**In re:**

**BLACKJEWEL, L.L.C., *et al.***  
**Debtors**

-----  
**DAVID ENGELBRECHT, JOSIAH  
WILLIAMSON, GREGORY MEFFORD on behalf  
of themselves and all others similarly situated,**  
**Plaintiffs,**

**v.**

**BLACKJEWEL, L.L.C.,**  
**Defendants.**  
-----

**Chapter 11  
Case No. 19-bk-30289  
(Jointly Administered)**

**Adversary Proceeding  
No. 3:19-ap-03002**

**In re:**

**BLACKJEWEL, L.L.C., *et al.***  
**Debtors**

-----  
**SHAWN ABNER, JACOB HELTON, AND BILLY  
HATTON on behalf of themselves and all others  
similarly situated,**  
**Plaintiffs,**

**v.**

**BLACKJEWEL, L.L.C., REVELATION  
ENERGY, LLC, LEXINGTON COAL CO., LLC,  
JEFF HOOPS, SR., JEFFERS A. HOOPS, II,**  
**Defendants.**  
-----

**Chapter 11  
Case No. 19-bk-30289  
(Jointly Administered)**

**Adversary Proceeding  
No. 3:19-ap-03003**

**NOTICE TO CLASS OF**

**(A) THE CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES ONLY; (B) THE PROPOSED SETTLEMENT OF THE WARN ACTION; (C) A DESCRIPTION OF THE PROPOSED SETTLEMENT; (D) THE DATE OF THE BANKRUPTCY COURT HEARING FOR FINAL APPROVAL OF THE SETTLEMENT; (E) THE RIGHT OF EACH MEMBER OF THE CLASS TO OBJECT TO THE SETTLEMENT, AND TO APPEAR AT THE HEARING AT WHICH THE BANKRUPTCY COURT WILL CONSIDER THE FINAL APPROVAL OF THE SETTLEMENT; AND (F) THE RIGHT OF CLASS MEMBERS TO OPT-OUT OF THE CLASS**

TO: All persons who were employed by the Debtors, as defined below, at facilities located in the Central Appalachian Coal Basin in West Virginia, Virginia and Kentucky (the “Eastern Division”) and in the Powder River Basin in Wyoming (the “Western Division”) who ceased working for the Debtors on or after July 1, 2019 solely, and who do not file a timely request to opt-out (the “Class”).

**BACKGROUND**

The Plaintiffs David Engelbrecht, Josiah Williamson, Gregory Mefford, Shawn Abner, Jacob Helton, and Billy Hatton (collectively, the “Plaintiffs” or “Class Representatives”) filed a complaint (the “WARN Action”) against Blackjewel, L.L.C. and Revelation Energy, LLC (together, the “Debtors” or “Debtor-Defendants”) and Lexington Coal Co., LLC, Jeff Hoops, Sr. and Jeffery A. Hoops, II (together, the “Non-Debtor Defendants,” and collectively with the Debtor-Defendants, the “Defendants”), for allegedly failing to provide sixty (60) days’ advance written notice as required by the Worker Adjustment and Retraining Act, 29 U.S.C. §§ 2101, et seq. (the “WARN Act”), before ordering alleged mass layoffs and/or plant closings on or about July 1, 2019 and thereafter, and for wage and hour and other employment and employee benefits-related claims. The Defendants and Plaintiffs are collectively referred to herein as the “Parties,” or, as to each, a “Party.”

The claims set forth in the WARN Action are disputed by the Defendants. However, following a Court ordered-mediation and extended settlement negotiations, conducted in good faith and at arms’ length, the Parties reached agreement on a compromise that will resolve the WARN Action titled *Settlement, Release and Allowance of Claim Agreement* (the “Settlement” or “Settlement Agreement”) <sup>1</sup> under which the benefits described below will be provided to the members of the Class. All Parties, including Class Counsel (as defined below), believe the Settlement is fair and reasonable and that continued litigation of the WARN Action would be complicated, protracted and expensive and would further deplete the Debtors’ resources.

**THE PROPOSED SETTLEMENT AGREEMENT**

The terms of the Settlement are embodied in a settlement agreement entered into between the Parties. The following description of the proposed Settlement, which was preliminarily approved by the Court on January 21, 2021, is only a summary. In the event of any discrepancy between this summary and the terms of the Settlement Agreement, the terms of the Settlement

---

<sup>1</sup> Unless otherwise defined herein, capitalized terms shall have the meanings given to them in the Settlement.

Agreement shall control. The Settlement Agreement shall become effective only if it is finally approved by the Bankruptcy Court. You may secure a copy of the complete Settlement Agreement from Class Counsel, Mary Olsen, at (251) 415-4978 or at the address shown for her below. The relevant terms of the Settlement may be summarized as follows:

### **SUMMARY OF THE TERMS OF THE SETTLEMENT AGREEMENT**

The Parties have agreed to certification of a class (the “Class”), for settlement purposes only, comprised of all persons who were employed by the Debtors at facilities located in the Eastern Division and the Western Division and who ceased working for the Debtors on or after July 1, 2019 solely, and who do not file a timely request to opt out of the Class. The Class is represented by David Engelbrecht, Josiah Williamson, Gregory Mefford, Shawn Abner, Jacob Helton, and Billy Hatton (the “Class Representatives”) and Lankenau & Miller, LLP, The Gardner Firm, P.C., Petsonk PLLC, Mountain State Justice, Inc. and Pillersdorf Law Office are counsel to the Class (“Class Counsel”).

Upon the Effective Date of the Settlement Agreement and in exchange for a full release of any claims under the WARN Act and other claims asserted in the WARN Action, as specifically described in the Settlement, (i) the Debtor-Defendants have agreed that the Class Members will be granted a) an allowed priority claim jointly and severally against the Debtors, pursuant to 11 U.S.C. § 507(a)(4) and (a)(5) of the Bankruptcy Code, equal to sixty percent (60%) of sixty (60) days’ of wages and benefits for each Class Member, in the aggregate amount of \$12,298,601.77, and an allowed priority wage claim under 11 U.S.C. § 507(a)(4) of the Bankruptcy Code in the aggregate amount of \$2,711,494.11 for up to eight (8) days of pay for each Class member in resolution of their wage claims (together, the “Allowed Bankruptcy WARN and Wage Claims”), which amount shall be subject to a statutory cap in the amount of \$13,650.00 per employee pursuant to 11 U.S.C. § 507(a)(4) of the Bankruptcy Code and (ii) the Non-Debtor Defendants have agreed to make a cash payment of \$125,000, which will be distributed from a Qualified Settlement Fund established by the Class Counsel in accordance with the terms of the Settlement Agreement. Pursuant to the Settlement, if approved, the Allowed Bankruptcy WARN and Wage Claims is an allowed claim. As further explained below, it does not mean that such claim will be paid in full and payment may or may not occur depending on numerous factors and circumstances in the Bankruptcy Case.

Any Class Members’ claims, or any claims filed by the United States Department of Labor on their behalf, for benefits pursuant to Section 502(a)(1)(B) of ERISA under either (1) the Blackjewel LLC 401(k) Plan or (2) the Self-Insured Health Plan that was in place until August 31, 2019, are not included in the scope of the Released Claims, as defined in the Settlement, and shall not be deemed released, satisfied or expunged by operation of the Settlement Agreement.

The distributions from the Debtors’ estates (the “Estates”) on account of the Allowed Bankruptcy WARN and Wage Claims (the “Estates Distribution Payments”) will be made by the Debtors in accordance with the priority scheme established by the Bankruptcy Code to a qualified settlement fund to be established by Class Counsel in conformity with Internal Revenue Code § 468B (the “Qualified Settlement Fund”) pursuant to written instructions to be provided by Class Counsel. **The Class acknowledges that the Allowed Bankruptcy WARN and Wage**

**Claims is an allowed claim to be paid in accordance with the priority scheme established by the Bankruptcy Code and that such claim may or may not be paid depending on the distributions available to creditors of the Debtors' Estates and may not be paid or funded in full.**

The Cash Payment shall be made via wire transfer by the Non-Debtor Defendants within five (5) business days of the Effective Date to the Qualified Settlement Fund pursuant to written instructions to be provided by Class Counsel. The name of the Qualified Settlement Fund shall be *Engelbrecht v. Blackjewel QSF*, and Class Counsel or the Administrator of the Qualified Settlement Fund shall provide the Debtors and the Non-Debtor Defendants with a W-9 form for the Qualified Settlement Fund to enable the Estates Distribution Payments and the Cash Payment, respectively to the Qualified Settlement Fund.

Class Counsel shall act as the trustee of the Qualified Settlement Fund. Class Counsel shall cause each Class Member's distribution to be paid from the Qualified Settlement Fund, and shall transmit distributions via first class U.S. Mail to the Class Members at their last known address as indicated on Amended Schedule 1 to the Settlement Agreement (or to such other address as the Class Members may indicate to Class Counsel or which Class Counsel may locate), in accordance with applicable law. By accepting his or her portion of the Qualified Settlement Fund, each Class Member agrees that he or she will be solely responsible for any and all tax liabilities stemming from the payment of his or her claim under the Settlement Agreement. The Parties agree that the Estates Distribution Payments shall be the only payments to be made by the Debtors under the Settlement Agreement and that the Cash Payment shall be the only payment to be made by the Non-Debtor Defendants under the Settlement Agreement. Under no circumstances shall the Estates or Non-Debtor Defendants be required under the Settlement to pay any sums or other consideration in addition to the Estates Distribution Payments or Cash Payment for any purpose whatsoever.

In the event the amount of the Estates Distribution Payments is sufficient to make a full payment on the Allowed Bankruptcy WARN and Wage Claims, the total amount distributed to each Class Member on the Allowed Bankruptcy WARN and Wage Claims shall equal the amount listed on Amended Schedule 1 to the Settlement Agreement for those claims. In the event the amount of the Allowed Bankruptcy WARN and Wage Claims is greater than the Estates Distribution Payments, the Class Members' distributions shall be reduced on a *pro rata* basis so all Class Members receive an equal percentage of the Estates Distribution Payments. For the avoidance of doubt, the Class Counsel's Fees, Class Counsel's Expenses and the Class Representative Service Payments are payable solely out of the Qualified Settlement Fund, consistent with the terms of the Settlement Agreement, and such fees, expenses and payments are included in the amount of the Allowed Bankruptcy WARN and Wage Claims as set forth in Amended Schedule 1 to the Settlement Agreement and not in addition to such amount.

The Class Representatives shall receive an aggregate one-time payment from the first distribution from the Qualified Settlement Fund of \$30,000, to be allocated as follows: \$5,000 each to David Engelbrecht, Josiah Williamson, Gregory Mefford, Shawn Abner, Jacob Helton, and Billy Hatton for their service in this matter (together, the "Class Representative Service Payments"). Class Counsel shall distribute this payment to the Class Representatives, in addition



to each Class Representative's individualized disbursements on account of the Settlement payments contemplated therein.<sup>2</sup> Class Counsel's Fees will not be deducted from the Class Representative Service Payments.

Class Counsel is entitled to attorneys' fees ("Class Counsel's Fees") in the amount of one-third (1/3) of each distribution on the Estates Distribution Payments and Cash Payment, net of the one-time \$30,000 aggregate payment for Class Representative Service Payments. In addition, Class Counsel is entitled to its litigation expenses (including costs associated with the production and mailing of the Class Notice and the administration of the Settlement, estimated to be approximately \$75,000) ("Class Counsel's Expenses"). Class Counsel's Fees and Class Counsel's Expenses, as well as the Representative Service Payments, shall be paid exclusively by the Qualified Settlement Fund. Class Counsel's Fees and Class Counsel's Expenses shall be payment in full for Class Counsel's work and expenses in connection with this matter.

### **CLASS COUNSEL'S RECOMMENDATION AND YOUR PROJECTED RECOVERY**

Class Counsel recommends the Settlement, believing that it is fair, reasonable and adequate to the Class.

The projected net dollar amount which you would receive under the Settlement (the "Projected Payment"), assuming that the Allowed Bankruptcy WARN and Wage Claims are paid in full, which may or may not occur depending on numerous factors and circumstances in the Bankruptcy Case, is shown on Exhibit A, hereto.

### **RELEASE OF CLAIMS AND EFFECT OF APPROVAL OF SETTLEMENT AGREEMENT**

**Upon the Effective Date, all Released Claims against the Released Parties, including any and all individual claims asserted by Class Members against the Debtors related to the claims set forth in the WARN Action shall be deemed satisfied and expunged, without need for further court order, and the Class Members agree that any Released Claims that have been scheduled on behalf of, or filed by, any Class Members in the Bankruptcy Case are disallowed in their entirety and shall be deemed expunged from the applicable schedule(s) or claims register(s) without need for further court order.** Payment on account of such claims shall be limited solely to the Estates Distribution Payments and Cash Payment. Notwithstanding the foregoing, any Class Members' claims, or any claims filed by the United States Department of Labor on their behalf, for benefits pursuant to Section 502(a)(1)(B) of ERISA under either (1) the Blackjewel LLC 401(k) Plan or (2) the Self-Insured Health Plan that was in place until August 31, 2019, are not included in the scope of the Released Claims, as defined in the Settlement, and shall not be deemed released, satisfied or expunged by operation of the Settlement Agreement.

Proofs of claim filed by individuals who choose to timely opt-out of the WARN Class shall be unaffected by the release contained in the Settlement.

---

<sup>2</sup> For avoidance of doubt, the Class Representative Service Payments shall have no effect on the priority amounts available to the Class Representatives for their individualized Allowed Bankruptcy WARN and Wage Claims.

### **HOW TO OBJECT OR OPT-OUT**

If you are satisfied with the proposed Settlement and your projected Payment Amount (assuming full funding of the Allowed Bankruptcy WARN and Wage Claims which may or may not occur) as shown on Exhibit A, you need to do nothing and you will receive your share of any distributions made from the Qualified Settlement Fund.

**If, on the other hand, you believe that the proposed Settlement is unfair or inadequate or believe that it should not be approved, you may object by mailing, via first class U.S. Mail, a written statement bearing the caption of this action (shown on the first page of this Notice) with the basis for your objection, to the Clerk of the United States Bankruptcy Court for the Southern District of West Virginia, 300 Virginia Street East, Room 2400, Charleston, West Virginia 25301, and by sending copies of that statement, also by first class U.S. Mail, to: 1) Mary E. Olsen, The Gardner Firm, P.C., 182 St. Francis Street, Suite 103, Mobile, Alabama 36602; and 2) Nava Hazan, Squire Patton Boggs (US) LLP, 1211 Avenue of the Americas, Floor 26th, New York, New York 10036. Objections must be mailed so as to be received no later than February 26, 2021, and must include your name, address, and telephone number, together with a statement of whether you wish to be heard personally or by counsel at the final hearing at which the Parties will be requesting binding Bankruptcy Court approval of the Settlement.**

**You may also appear in person or by counsel at the final hearing described below.**

**If you choose not to be bound by this Settlement and do not wish to share in any of the benefits described herein, you may opt-out of the Class by filling out the attached “Opt-Out Form,” and signing and mailing that form by first class U.S. Mail, to: Class Counsel, Attn: Mary E. Olsen, Esq., The Gardner Firm, P.C., 182 St. Francis Street, Suite 103, Mobile, Alabama 36602. The “Opt-Out Form” form must be received no later than February 26, 2021. All requests for exclusion received after that date will not be effective, and any person who sends a late request will be a member of the Class.**

### **FINAL HEARING TO APPROVE SETTLEMENT**

The hearing for final consideration and approval of the Settlement is scheduled to take place on March 3, 2021, at 9:30 a.m. (EDT) at the Robert C. Byrd U.S. Courthouse, 300 Virginia Street East, Charleston, West Virginia 25301, before the Honorable Benjamin A. Kahn. That hearing may be adjourned without further notice. If you wish to determine if the hearing is adjourned, you may contact Mary E. Olsen at the address shown above.

### **OTHER INFORMATION**

All requests for more information, including a copy of the Settlement should be directed to Ms. Olsen. Her contact information is as follows: Mary E. Olsen, Esq., The Gardner Firm, P.C., 182 St. Francis Street, Suite 103 Mobile, AL 36602; email: molsen@thegardnerfirm.com; phone: (251) 415-4978.

While the Bankruptcy Court has approved the sending of this Notice, it has not taken any position as to the respective claims or defenses asserted by the Parties in the WARN Action.

**PLEASE DO NOT WRITE TO OR CALL THE COURT CONCERNING THIS MATTER**

*David Engelbrecht, Josiah Williamson and Gregory Mefford, on their own behalf and on behalf of all other persons similarly situated v. Blackjewel, LLC; Adversary Proceeding No. 19-ap-3002 and Shawn Abner, Jacob Helton and Billy Hatton individually and on behalf of others similarly situated v. Blackjewel, LLC, Revelation Energy, LLC, Lexington Coal Co., LLC, Jeff Hoops, Sr., Jeffery A. Hoops, II, Adversary Proceeding No. 19-ap-03003*

**OPT-OUT FORM**

I, the undersigned, have read the foregoing Settlement Class Notice and understand its contents.

I **DO NOT** want to participate in the above WARN Action and **DO NOT** wish to receive any benefits from or be bound by the Settlement described herein.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
NAME (printed or typed)

\_\_\_\_\_  
CITY, STATE and ZIP CODE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
EMAIL ADDRESS

If you do **NOT** wish to participate, send this completed form to:

THE GARDNER FIRM, P.C.  
182 St. Francis Street, Suite 103  
Mobile, Alabama 36602  
Attention: Mary E. Olsen, Esq.

**EXHIBIT A**

«AddressBlock»

Projected Payment After the Deduction of Service Payments, Class Counsel's Fees, and Class Counsel's Expenses, and Assuming That the Allowed Bankruptcy WARN and Wage Claims Are Fully Funded, Which May or May Not Occur Depending on Numerous Factors and Circumstances in the Bankruptcy Case	<p>\$«_____» [priority]</p> <p>\$«_____» [general unsecured]</p>
--	--

**Exhibit E**

**Dismissal**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF WEST VIRGINIA**

**In re:**

**BLACKJEWEL, L.L.C., *et al.***  
**Debtors**

-----  
**DAVID ENGELBRECHT, JOSIAH  
WILLIAMSON, GREGORY MEFFORD on behalf  
of themselves and all others similarly situated,**

**Plaintiffs,**

**v.**

**BLACKJEWEL, L.L.C.,**

**Defendants.**  
-----

**Chapter 11  
Case No. 19-bk-30289  
(Jointly Administered)**

**Adversary Proceeding  
No. 3:19-ap-03002**

**In re:**

**BLACKJEWEL, L.L.C., *et al.***  
**Debtors**

-----  
**SHAWN ABNER, JACOB HELTON, AND BILLY  
HATTON on behalf of themselves and all others  
similarly situated,**

**Plaintiffs,**

**Chapter 11  
Case No. 19-bk-30289  
(Jointly Administered)**

**Adversary Proceeding  
No. 3:19-ap-03003**

v.

**BLACKJEWEL, L.L.C., REVELATION  
ENERGY, LLC, LEXINGTON COAL CO., LLC,  
JEFF HOOPS, SR., JEFFERS A. HOOPS, II,**

**Defendants.**

**JOINT STIPULATION TO VOLUNTARILY DISMISS, WITH PREJUDICE**

Pursuant to F.R.C.P. 41(a)(1)(A)(ii), Plaintiffs David Engelbrecht, Josiah Williamson, Gregory Mefford, Shawn Abner, Jacob Helton, and Billy Hatton, on behalf of themselves and similarly situated class members (together, the “Plaintiffs”), together with Blackjewel, L.L.C. and Revelation Energy, LLC (together, the “Debtors” or “Debtor-Defendants”) and Lexington Coal Co., LLC, Jeff Hoops, Sr., and Jeffery A. Hoops, II (the “Non-Debtor Defendants” and, collectively with the Debtor-Defendants, the “Defendants” and, together with the Plaintiffs, the “Parties”) by and through their respective counsel, hereby jointly stipulate to the dismissal of the complaint and all claims against the Defendants in the above styled case, with prejudice. The dismissal of this case and the underlying claims is made pursuant to the Settlement, Release and Allowance of Claim Agreement, dated as of January 11, 2021 (the “Settlement Agreement” or “Settlement”)<sup>1</sup> between the Parties, which was approved by this Court by the Final Settlement Order dated [\_\_\_\_] 2021, and shall not abate or limit the effectiveness of the Settlement Agreement and the Final Settlement Order, including the releases set forth therein.

Each Party is to bear their own costs and fees.

Dated: \_\_\_\_\_, 2021

Respectfully submitted,

THE GARDNER FIRM, P.C.

/s/ DRAFT

<sup>1</sup> All terms not otherwise defined herein shall have the meaning ascribed to them in the Settlement.



Mary E. Olsen  
The Gardner Firm, P.C.  
182 St. Francis Street, Suite 103  
Mobile, Alabama 36602  
Telephone: (251) 433-8100  
Facsimile: (251) 433-8181

Stuart J. Miller, Esq.  
Lankenau & Miller LLP  
132 Nassau Street, Suite 1100  
New York, New York 10038  
Telephone: (212) 581-5005  
Facsimile: (212) 581-2122

Samuel B. Petsonk (WVSB # 12-418)  
Petsonk PLLC  
101 Ramey Court  
PO Box 1045  
Beckley, WV 25802  
(304 )900-3171 (phone)  
(304) 986-4633 (fax)  
sam@petsonk.com

Bren J. Pomponio (WVSB #7774)  
Clint Carte (WVSB #12054)  
Mountain State Justice, Inc.  
1217 Quarrier Street  
Charleston, WV 25301  
(304) 344-3144  
(304) 344-3145 (fax)  
bren@msjlaw.org  
clint@msjlaw.org

Ned Pillersdorf  
Pillersdorf Law Office  
124 West Court St  
Prestonsburg, KY 41653  
Phone: 606-886-6090  
Fax: 606-886-6148

*Counsel for Plaintiffs and the Settlement Class*

AND

**SUPPLE LAW OFFICE, PLLC**  
Joe M. Supple, Bar. No. 8013  
801 Viand St.  
Point Pleasant, WV 25550  
Telephone: 304.675.6249  
Facsimile: 304.675.4372  
joe.supple@supplelawoffice.com

**SQUIRE PATTON BOGGS (US) LLP**  
/s/ DRAFT

Stephen D. Lerner (admitted *pro hac vice*)  
Nava Hazan (admitted *pro hac vice*)  
Travis McRoberts (admitted *pro hac vice*)  
201 E. Fourth St., Suite 1900  
Cincinnati, Ohio 45202  
Telephone: 513.361.1200  
Facsimile: 513.361.1201  
stephen.lerner@squirepb.com  
nava.hazan@squirepb.com  
travis.mcroberts@squirepb.com

*Co-Counsel to the Debtors and Debtors-in-Possession*

**LEXINGTON COAL COMPANY, LLC**

/s/ DRAFT

Helena R. Jackson, Esq.  
164 Main Street, Suite 401  
Pikeville, Kentucky 41501  
hj@lexingtoncoal.us  
859.533.4901

**DINSMORE & SHOHL LLP**

/s/ DRAFT

Janet Smith Holbrook (WVSN 5853)  
John (J.H.) Harlan Mahaney (WVSN 6993)  
Alexis B. Mattingly (WVSN 10286)  
611 Third Avenue  
Huntington, West Virginia 25701  
(304) 529-6181 Phone  
(304) 522-4312 Fax  
Janet.holbrook@dinsmore.com  
John.mahaney@dinsmore.com  
Alexis.mattingly@dinsmore.com

*Counsel for the Non-Debtor Defendants*